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LEGISLATIVE DOCUMENTS

SUBMITTED TO THE

TWENTIETH GENERAL ASSEMBLY

OF THE

STATE OF IOWA,

WHICH CONVENED AT DES MOINES, JANUARY 14, 1884.

BUREN R. SHERMAN, - - - - - Governor.
ORLANDO H. MANNING, Lieut-Gov. and President of the Senate.
JOHN A. T. HULL, - - - - Secretary of State.
JOHN L. BROWN, - - - - - Auditor of State.
EDWIN H. CONGER, - - - - Treasurer of State.
JOHN W. AKERS, - Superintendent of Public Instruction.
SMITH McPHERSON, - - - Attorney-General.
WILLIAM P. WOLF, Speaker of the House of Representatives.

VOLUME III.

DES MOINES:
GEO. E. ROBERTS, STATE PRINTER.
1884.

CONTENTS OF VOLUME III.

Fifth Annual Report of the Board of Railroad Commissioners, for 1882.

Sixth Annual Report of the Board of Railroad Commissioners, for 1883.

178567

FIFTH ANNUAL REPORT

OF THE

BOARD

OF

RAILROAD COMMISSIONERS,

FOR THE

YEAR ENDING JUNE 30, 1882.

STATE OF IOWA.

PRINTED BY ORDER OF THE GENERAL ASSEMBLY.

DES MOINES:
F. M. MILLS, STATE PRINTER.
1882.

ANNUAL REPORT.

STATE OF IOWA,
OFFICE OF THE BOARD OF RAILROAD COMMISSIONERS,
DES MOINES, November 30, 1882.

To HONORABLE BUREN R. SHERMAN, *Governor of the State of Iowa:*

IN obedience to the provisions of chapter 77, acts of the Seventeenth General Assembly, we have the honor to submit herewith the fifth annual report of the Board of Railroad Commissioners, showing the traffic, operating expenses, condition of the railroad companies doing business in Iowa for the year ending June 30, 1882, together with the returns of the several companies to this office, and tabulated statements therefrom. A change in the membership of the Board has taken place since the date of our last report, M. C. Woodruff, of Dubuque county, retiring April 1, 1882, by reason of the expiration of his term of service. James Wilson, of Tama county, was on the same day appointed by the Governor to the vacancy thus created. The Board state with satisfaction that nine hundred and eleven miles have been added to the working mileage of the roads, and that probably, before the close of the year, several hundred miles in addition will have been completed. Always abreast of the times, the prosperity of the past year is nowhere more manifest in practical results than in the field of railway enterprise. No year in the history of the State has added so great a mileage. Every county in the State is traversed by an operated line of railway, and a large per cent of the counties have competitive or rival lines. We congratulate the people of the State upon the growth and increasing efficiency of its railway system, as it is not only bringing the means of speedy, safe, and cheap transportation within the reach of all, but it hastens the day for the development and perfection of a legislative system of railway control that will at once restore confidence between producer and carrier, and carry the service to the highest possible point of efficiency.

A careful examination of the

TABLES AND RAILROAD REPORTS

submitted herewith will, we think, disclose facts worthy the attention and study of all who are interested in the transportation problem of the day, and abundantly support the comments and observations thereon submitted as a part of this report.

MORE COMPLAINTS

have been presented, examined, and decided this year than in any previous year during the existence of the Board. Complaints investigated this year reached the number of sixty-five, and while these cases have grown in importance as well as in numbers, involving, as many of them do, questions of much interest to the companies, it is gratifying to be able to state that the decisions of the Board have been as promptly obeyed and complied with as the mandates of a court of law, thus demonstrating what we have had occasion to remark before, that an appeal to publicity is quite as effective with these corporations as an appeal to the courts. While this condition of things, in this regard, continues, it may not be necessary, perhaps, to discuss the question of providing further legal power of enforcement. Power is frequently quite as effective in reserve as in action. Should these corporations at any future time seem disposed to misinterpret this grace on the part of the State, it will be an easy matter to promptly exercise the power to enforce obedience.

CAPITAL STOCK.

The total number of miles of railroad in Iowa reported by the various companies to the Board is six thousand three hundred and thirty-seven and forty-three one hundredths miles. The report of the capital stock and debt is based on the entire lines of the roads which run into other States—the entire mileage of these roads is eighteen thousand five hundred and forty-eight and sixty-nine one hundredths miles. The Commissioners' estimate of the stock of these roads representing the parts of them in Iowa, added to the stock of the roads entirely in Iowa, amounts to $121,160,084.81, or $19,117.54 per mile. The total number of stockholders living in the State is returned at seven hundred and thirty-four; the total amount of stock reported as owned by persons living in the State, is $2,096,341.41.

DEBT.

The total debt of the roads in Iowa as reported and estimated by the Commissioners is $118,057,183.16, or $18,628.40 per mile. Of this amount $112,637,966.05 is funded debt—$5,419,217.11 is unfunded or floating debt.

STOCK AND DEBT.

The stock and debt of the roads in Iowa amount to $239,217,267.97 or $37,745.94 per mile.

The following table shows the amount of stock and the amount of debt per mile of each company, as returned by them to this office:

NAMES OF ROADS.	Stock per mile.	Debt per mile.	Stock and debt per mile.
Burlington, Cedar Rapids & Northern	$ 8,696.20	$ 15,628.55	$ 24,856.74
Chicago, Burlington & Kansas City	.....	32,304.97	32,304.97
Central Iowa	20,236.44	19,954.79	40,191.23
Chicago, Burlington & Quincy	17,956.00	16,990.00	34.946.00
Kansas City, St. Jo. & Council Bluffs	18,354.10	18,486.95	36,841.05
Chicago, Milwaukee & St. Paul	8,357.00	20,061.00	28,418.00
Chicago & Northwestern	21,325,48	24,396.94	45,722.42
Chicago, Iowa & Nebraska	47,851.90	4,621.51	52,473.41
Cedar Rapids & Missouri River	27,809.20	13,556.20	41,365.40
Des Moines & Minneapolis	15,805.72	10,600.02	26,405.74
Maple River	8,122.34	8,281.72	16,404.06
Chicago, Rock Island & Pacific	37,182.10	15,507.31	52,689.41
Keokuk & Des Moines	25,431.50	16,954.50	42,386.00
Chicago, St. Paul, Minneapolis & Omaha	29,275.49	19,508.24	48,783.73
Crooked Creek	8,411.76	2,835.08	11,246.84
Des Moines & Ft. Dodge	45,444.74	29,489.72	74,934.46
Dubuque & Dakota	8,996.84	9,968.51	18,965.35
Cedar Falls & Minnesota	20,991.00	20,997.62	41,988.62
Dubuque & Sioux City	35,039.90	6,110.72	41,150.62
Iowa Falls & Sioux City	25,170.12	16,832.57	42,002.69
Minneapolis & St. Louis	27,396.00	21,514.99	48,873.61
Sioux City & Pacific	19,255.26	52,533.11	71,788.37
St. Louis, Keokuk & Northwestern	18,688.52	18,570.46	37,258.98
Wabash, St. Louis & Pacific	20,054.47	30,130.20	50,184.67
NARROW GAUGE ROADS.			
Burlington & Northwestern	4,364 08	5,908.26	9,643.37
Des Moines, Osceola & Southern	5,000.00	7,000.00	12,000.00
Ft. Madison & Northwestern	7,683.00	5,570.00	13,253.00
Cedar Rapids & Marion	12,000.00	.....	12,000.00

INCREASE OF CAPITAL STOCK.

The following table shows the added mileage and the increase of capital stock during the year for all roads reported:

NAMES OF ROADS.	Miles.	Amount of increase.
Burlington, Cedar Rapids & Northern	79.78	$ .....
Central Iowa	96.96	1,495,200.00
Chicago, Burlington & Quincy (entire line)	351.99	7,764,000.00
Chicago, Milwaukee & St. Paul (entire line)	462.75	7,155,000.00
Chicago & Northwestern (entire line)	503.12	1,643,500.00
Chicago, St. Paul, Minn. & Omaha (entire line)	396.54	16,773,166.66
Dubuque & Dakota—Iowa line	.....	2,600.00
Wabash, St. Louis & Pacific (entire line)	999.52	6,307,900 00
Des Moines, Osceola & Southern (Iowa)	40	201,500.00
Fort Madison & Northwestern	25	161,500.00
Cedar Rapids & Marion	.....	42,000.00
Total	2,955.66	$ 41,346,366.66

The increased mileage reported is 2,955.66; the increase of stock is $41,346,366.66, or $13,982.11 per mile.

INCREASE OR DECREASE OF DEBT.

The following table shows the increase or decrease of debt during the year for all roads reported:

NAMES OF ROADS.	Miles.	Increase.	Decrease.
Burlington, Cedar Rapids & Northern.	79.78	$ 850,229.89	$ .....
Chicago, Burlington & Kansas City	.....	293,305.77	.....
Central Iowa	96.96	2,039,000.00	.....
Chicago, Burlington & Quincy	351.99	9,008,525.00	.....
Kansas City, St. Jo. & Council Bluffs	1.43	.....	2,530,300.00
Chicago, Milwaukee & St. Paul	462.75	10,621,846.60	.....
Chicago & Northwestern	503.12	6,491,570.45	.....
Chicago, St. Paul, Minn. & Omaha	396.54	13,136,875.00	.....
Des Moines & Fort Dodge	.....	88,800.00	.....
Dubuque & Dakota	.....	64,000.00	.....
Sioux City & Pacific	.....	585,722.90	.....
Wabash, St. Louis & Pacific	995.52	25,674,470.35	.....
NARROW GAUGE ROADS.			
Burlington & Northwestern	.....	6,700.00	.....
Des Moines, Osceola & Southern	40	280,000.00	.....
Fort Madison & Northwestern	25	228,363 55	.....
Total	2,955.66	$ 69,369,409.51	$ 2,530,300.00

The increased mileage reported for the year is 2,955.66; the increased indebtedness is $69,369,409.51, from which deduct the decreased indebtedness, and we have a total increase of $66,839,109.51. This increase, however, is not all new mileage, as the Chicago, St. Paul, Minneapolis & Omaha and the Wabash represent to a great degree consolidations with other lines; the Burlington, Cedar Rapids & Northern, Central Iowa, Chicago, Burlington & Quincy, and Northwestern represent new roads built.

COMPARATIVE TABLE OF STOCK AND DEBT FOR THE YEARS 1878, 1879, 1880, 1881, AND 1882.

	1878.	1879.	1880.	1881.	1882.
Stock	$ 183,488,642.54	$ 185,614,375.77	$ 264,482,954.21	$ 288,713,878.86	$ 345,918,605.27
Debt	160,360,759.52	162,979,836.42	228,551,426.04	307,585,618.03	386,228,328.01
Total	$ 343,849,402.06	$ 348,594,212.19	$ 493,034,380.25	$ 596,299,496.89	$ 732,146,933.28

The $343,849,402.06 represented in 1878, 8,367 miles of road; the $732,146,933.28 represent in 1882, 18,548.69 miles. The increase of mileage in Iowa is from 4,157 in 1878 to 6,337 miles in 1882, or 2.098 miles in the four years. The capital and debt for Iowa reported for 1878 amounted to $153,601,784.47; for 1882, $239,217,267.97; an increase of 2.098 miles, and an increase of stock and debt of $85,615,483.50, or $40,808.14 per mile.

COST OF ROADS.

It is difficult to arrive at the cost of the Iowa roads, as many of them came into the hands of the present holders by purchase at foreclosure, consolidation, or through the medium of construction companies—the amount reported is $215,979,324.81, or $23,237,943.16 less than the reported stock and bonds. It is hardly probable that the Commissioners will ever be able to arrive at more than an approximation of the cost of the roads.

COST OF ROADS IN IOWA.

NAMES OF ROADS.	Cost of road and equipment.
Burlington, Cedar Rapids & Northern	$ 13,506,355.92
Chicago, Burlington & Kansas City	2,479,499.10
Central Iowa	11,539,568.77
Chicago, Burlington & Quincy	19,831,544.25
Kansas City, St. Jo. & Council Bluffs	2,223,256.67
Chicago, Milwaukee & St. Paul	38,296,570.84
Chicago & Northwestern	19,956,415.24
Chicago, Iowa & Nebraska	4,662,572.29
Cedar Rapids & Missouri River	11,459,491.59
Des Moines & Minneapolis	1,418,850.25
Maple River	1,165,352.17
Chicago, Rock Island & Pacific	39,030,653.98
Chicago, St. Paul, Minneapolis & Omaha	3,379,142.21
Crooked Creek	71,500.00
Des Moines & Fort Dodge	6,092,280.00
Dubuque & Dakota	1,237,767.35
Cedar Falls & Minnesota	3,173,500.00
Dubuque & Sioux City	5,880,800.00
Iowa Falls & Sioux City	7,585,000.00
Minneapolis & St. Louis	6,535,567.22
Sioux City & Pacific	4,063,497.38
St. Louis, Keokuk & Northwestern	1,853,594.50
Wabash, St. Louis & Pacific	9,343,267.36
NARROW GAUGE ROADS.	
Burlington & Northwestern	392,508.61
Des Moines, Osceola & Southern	280,000.00
Fort Madison & Northwestern	480,000.00
Cedar Rapids & Marion	40,769.11
Total	$ 215,979,324.81

GROSS EARNINGS.

The entire earnings for the roads in Iowa are:

Passenger, mail and express	$ 8,646,470.83
Freight and miscellaneous	23,377,495.20
Total earnings for the year ending June 30, 1882	$ 32,023,966.03
Total earnings for the year ending June 30, 1881	28,452,181.91
Increase of earnings over previous year	$ 3,751,774.12

NAMES OF ROADS.	Increase.	Decrease.
Burlington, Cedar Rapids & Northern	$ 480,069.94	$.....
Chicago, Burlington & Kansas City	.....	9,447.56
Central Iowa	232,698.40	.....
Chicago, Burlington & Quincy	71,476.81	.....
Kansas City, St. Jo. & Council Bluffs	54,951.68	.....
Chicago, Milwaukee & St. Paul	1,096,421.53	.....
Chicago & Northwestern	1,038,260.26	.....
Chicago, Rock Island & Pacific	.....	90,774.87
Chicago, St. Paul, Minneapolis & Omaha	120,830.07	.....
Crooked Creek	1,156.56	.....
Des Moines & Fort Dodge	72,532.95	.....
Dubuque & Dakota	24,172.19	.....
Illinois Central	219,527.40	.....
Minneapolis & St. Louis	347,404.25	.....
Sioux City & Pacific	48,769.45	.....
St. Louis, Keokuk & Northwestern	98,593.72	.....
Wabash, St. Louis & Pacific	.....	185,224.84
NARROW GAUGE ROADS.		
Burlington & Northwestern	.....	9,538.48
Des Moines, Osceola & Southern	.....	.....
Fort Madison & Northwestern	8,816.95	.....
Cedar Rapids & Marion	3,717.63	.....

MAILS.

The returns enable us to estimate very nearly the amount received for the transportation of mails in the State. By pro rating for those roads that make returns for several States we have the amount earned by this service as $527,899.79; this amount would be reduced by whatever is paid for collecting and delivering the mails.

EARNINGS PER TRAIN MILE AND PER MILE OF ROAD.

NAMES OF ROADS.	Passenger.	Freight.	Total.	Per mile of road.
Burlington, Cedar Rapids & Northern	.9751	1.3545	1.2429	$ 4,284.23
Chicago, Burlington & Kansas City	.....	.....	.....	1,368.22
Central Iowa	1.2560	1.6600	1.5390	3,834.97
Chicago, Burlington & Quincy	1.4883	1.5389	1.4800	7,721.82
Kansas City, St. Joseph & Council Bluffs	1.1000	2.1800	1.6600	5,533.24
Chicago, Milwaukee & St. Paul	1.4400	1.7100	1.6100	4,663.64
Chicago & Northwestern	1.5913	2.1105	1.9456	7,559.58
Chicago, Rock Island & Pacific	1.6200	1.7200	1.6900	9,096.23
Chicago, St. Paul, Minneapolis & Omaha	1.5497	1.5950	1.5815	4,545.14
Crooked Creek	.....	1.0540	1.0540	1,273.67
Des Moines & Fort Dodge	1.4100	2.5500	2.0860	4,743.45
Dubuque & Dakota	.....	1.5700	1.5700	1,304.57
Illinois Central	1.7400	1.4700	1.5400	4,870.74
Minneapolis & St. Louis	1.1136	1.3103	1.2660	4,148.01
Sioux City & Pacific	1.1975	1.9395	1.6023	2,372.23
St. Louis, Keokuk & Northwestern	.....	.....	.....	1,924.63
Wabash, St. Louis & Pacific	.9440	1.3540	1.2180	4,606.71
NARROW GAUGE ROADS.				
Burlington & Northwestern	.....	.7604	.7604	1,159.09
Des Moines, Osceola & Southern	.....	.....	.....	.....
Fort Madison & Northwestern	.3100	1.7100	2.0200	1,260.96
Cedar Rapids & Marion	.....	.....	.....	2,759.31

OPERATING EXPENSES.

The total operating expenses returned for the Iowa roads for the year 1882 were	$ 20,512,393.05
Total operating expenses for 1881 were	16,788,404.39
Excess of operating expenses over previous year	$ 3,723,988.66
Excess of earnings over previous year	3,571,774.12
Making the net earnings less than previous year	$ 152,214.54

The mileage was increased 911 miles, but the net earnings show but a slight increase for so large an increased mileage. The mileage being much greater than any year since the establishment of this Board. The operating expenses per mile of road were $3,552.64.

COMPARISON OF OPERATING EXPENSES AND EARNINGS.

The earnings of the roads for the 11,739.59 miles reported in 1880 were $64,433.179.53, or $5,491.23 per mile; the operating expenses for the same year were $35,624,124.79, or $3,036.51 per mile. The earn-

ings for the 14,109.37 miles reported in 1881 were $76,530,450.99, or $5,083.73 per mile; the operating expenses were $46,043,845.22, or $3,346.87 per mile. The earnings for the 16,544.46 miles reported in 1882 were $92,759,206.22, or $5,606.66 per mile; the operating expenses were $58,776,474.53, or $3,552.64 per mile.

COMPARATIVE TABLE OF EARNINGS PER TRAIN MILE FOR THE YEARS 1882, 1881, AND 1880.

NAMES OF ROADS.	1882.	1881.	1880.
Burlington, Cedar Rapids & Northern	1.2429	1.3340	1.6400
Chicago, Burlington & Kansas City	.....	1.2230	.....
Central Iowa	1.5390	1.6111	1.6180
Chicago, Burlington & Quincy	1.4800	1.5300	1.4980
Kansas City, St. Joseph & Council Bluffs	1.6600	1.4660	1.9000
Chicago, Milwaukee & St. Paul	1.6100	1.6100	1.6300
Chicago & Northwestern	1.9456	1.8522	1.6500
Chicago, Rock Island & Pacific	1.6900	1.6340	1.5400
Chicago, St. Paul, Minneapolis & Omaha	1.5815	1.4900	1.2700
Crooked Creek	1 0540	.....	.....
Des Moines & Fort Dodge	2.0860	2.0300	1.9830
Dubuque & Dakota	1.5700	.....	.....
Illinois Central	1.5400	1.4230	1.4500
Minneapolis & St. Louis	1.2660	.....	1.6000
Sioux City & Pacific	1.6023	1.7062	1.6900
Wabash, St. Louis & Pacific	1.2180	.....	.9700
NARROW GAUGE ROADS.			
Burlington & Northwestern	.7604	.8340	1.4300
Fort Madison & Northwestern	2.0200	.....	.....

Generally the earnings per train mile are less than in former years.

COMPARATIVE TABLE OF OPERATING EXPENSES PER TRAIN MILE FOR THE YEARS 1882, 1881, AND 1880.

NAMES OF ROADS.	1882.	1881.	1880.
Burlington, Cedar Rapids & Northern	.8480	.8880	1.0450
Chicago, Burlington & Kansas City	.....	1.2590	.....
Central Iowa	1.012	1.374	.990
Chicago, Burlington & Quincy	.990	.917	.895
Kansas City, St. Joseph & Council Bluffs	1.190	.940	1.280
Chicago, Milwaukee & St. Paul	.910	1.030	.920
Chicago & Northwestern	1.0621	.987	.760
Chicago, Rock Island & Pacific	1.020	.880	.850
Chicago, St. Paul, Minneapolis & Omaha	.9858	1.118	.934
Crooked Creek	1.0203	.....	.....
Des Moines & Fort Dodge	1.2800	1.500	1.220
Dubuque & Dakota	.8959	.....	.....
Illinois Central	.8200	1.300	.760
Minneapolis & St. Paul	.7446	.....	.960
Sioux City & Pacific	1.5439	1.390	1.050
Wabash, St. Louis & Pacific	1.0250	.000	.620
NARROW GAUGE ROADS.			
Burlington & Northwestern	.5212	.683	.700
Fort Madison & Northwestern	.8300	.....	.....

The operating expenses generally have increased during the last two years; the present year is considerably higher than the previous year. This can be accounted for by the floods of the two years, which made the cost of repairs very much larger than before, and the general advance in the price of labor and material. For the year ending June 30, 1881, the total earnings were $28,452,181.91, and the total expenses $16,788,404.39. The net earnings for the year were $11,-663,777.52, for the 5,426 miles in the State, or $2,149.61 per mile of road.

For the year ending June 30, 1882, the gross earnings were	$32,023,966.03
For the year ending June 30, 1882, the operating expenses were	20,512,393.05
Leaving the net earnings for the year	$ 11,511,572.98

or $152,214.54 less than last year. The net earnings for the 6,337 miles were $1,816.57 per mile; the year before they were $2,149.61 per mile.

OPERATING EXPENSES CLASSIFIED.

This table gives the operating expenses of the entire lines except the Chicago, Burlington & Quincy and the Illinois Central, which give the

returns for their Iowa lines only; this will probably differ a little from the actual status in the State, but is the closest approximation that can be given and is very nearly correct:

CLASSIFICATION.	AMOUNT.	Per cent.
Maintenance of way	$ 16,354,670.75	27.82
Motive power and cars	7,902,804.06	13.44
Conducting transportation	26,634,596.17	45.32
General expenses	7,884,403.55	13.42
Total	$ 58,776,474.53	100.00

TABLE OF CLASSIFICATION OF EXPENSES IN DETAIL.

CLASSIFICATION.	Amount.	Per cent.
General superintendence	$ 1,995,112.24	3.39
Legal expenses	323,140.83	.55
Insurance	104,756.45	.18
Stationery, blanks, tickets, etc.	805,627.95	1.37
Advertising and foreign agencies	975,354.26	1.66
Miscellaneous and contingent	1,542,815.53	2.62
Total taxes paid	2,121,728.64	3.61
Repairs of roadway and track	8,397,123.50	14.29
Repairs and renewals of bridges and culverts	2,108,489.29	3.59
Repairs and renewals of buildings	1,514,796.01	2.57
Repairs and renewals of fences, road-crossings, and signs	452,177.03	.77
Renewals of rails	2,502,182.58	4.28
Renewal of ties	1,379,902.34	2.35
Repairs of locomotives	3,427,037.96	5.83
Repairs of passenger and baggage cars	930,921.34	1.58
Repairs of freight cars	3,544,524.64	6.03
Passenger train supplies	163,496.38	.27
Freight train supplies	197,156.65	.34
Station supplies	309,951.50	.53
Fuel for locomotives	6,167,565.75	10.49
Oil, tallow, waste, etc	705,253.95	1.20
Water supply	368,510.12	.63
Locomotive service, salaries, and wages	5,633,868.01	9.59
Passenger train service, salaries, and wages	1,728,100.49	2.94
Freight train service, salaries, and wages	2,357,591.91	4.01
Agents and station service, salaries, and wages	6,418,002.01	10.92
Telegraph expenses	873,738.03	1.49
Passenger car hire paid over amount received	61,024.60	.10
Freight car hire paid over amount received	408,006.37	.69
Rent of track	34,197.62	.05
Loss and damage to freight and baggage	318,073.22	.54
Loss and damage to property and cattle, including losses by fire	389,787.62	.66
Injury to persons	516,742.48	.88
Total	$ 58,776,474.53	100.00

OPERATING EXPENSES COMPARED WITH EARNINGS.

NAMES OF ROADS.	Operating expenses per train mile.	Earnings per train mile.	Difference.	Percentage of expenses to earnings.	Percentage of net earnings to capital stock and debt.	Percentage of net earnings to cost of road and equipment.
Burlington, Cedar Rapids & Northern	.8480	1.2429	.3949	67.11	2.70	2.90
Chicago, Burlington & Kansas City	.....	.....	.....	107.19	.....	.....
Central Iowa	1.0120	1.5390	.5270	63.04	3.80	.....
Chicago, Burlington & Quincy	.990	1.4800	.4900	66.84	.....	.....
Kansas City, St. Jo. & Council Bluffs	1.1900	1.6600	.4700	68.90	1.29	1.24
Chicago, Milwaukee & St. Paul	.9100	1.6100	.7000	56.00	7.20	7.00
Chicago & Northwestern	1.0621	1.9456	.8835	54.10	8.58	8.14
Chicago, Rock Island & Pacific	1.0200	1.6900	.6700	58.80	6.60	6.90
Chicago, St. Paul, Minneapolis & O.	.9858	1.5815	.5957	62.33	3.43	3.81
Crooked Creek	1.0203	1.0540	.0337	96.00	.....	.....
Des Moines & Fort Dodge	1.2800	2.0860	1.8060	58.50	2.90	2.98
Dubuque & Dakota	.8959	1.5700	.6741	57.75	.....	.....
Illinois Central	.8200	1.5400	.7200	53.00	.....	.....
Minneapolis & St. Louis	.7446	1.2660	.5214	80.82	.....	.....
Sioux City & Pacific	1.5439	1.6023	.0584	95	.0049	.70
St. Louis, Keokuk & Northwestern	.....	.....	.....	117.74	.....	.....
Wabash, St. Louis & Pacific	1.0950	1.2180	.1930	82.30	2.24	2.60
Burlington & Northwestern	.5212	.7604	.2392	68.55	.....	.....
Fort Madison & Northwestern	.8300	2.0200	1.1900	41.00	2.20	1.90

The roads showing the lowest percentage of operating expenses to earnings were the Fort Madison & Northwestern, 41, Illinois Central, 53, Chicago & Northwestern, 54, Chicago, Milwaukee & St. Paul, 56, Chicago & Rock Island, 58.80, Dubuque & Dakota, 57.75, Des Moines & Fort Dodge, 58.50. The highest percentage of net earnings to capital stock and debt was reported by the Chicago & Northwestern, 8.58, Chicago, Milwaukee & St. Paul, 7.20, Chicago, Rock Island & Pacific, 6.60.

Thirteen roads report an excess after deducting operating expenses, interest, and rental. This excess amounts to $8,434,176.64. Seven roads show a deficit of $577,487.70, leaving the net increase $7,856,-688.94, which would give an average of net earnings for all the roads in the State of $1,239.81 per mile. The cost of operating the Chicago, Burlington & Kansas City road was $17,858.88 more than its entire earnings, that of the St. Louis, Keokuk & Northwestern, $63,013.80. The Iowa Central road earned 7.54 per cent on its indebtedness, the Des Moines & Fort Dodge, 6.61, the Minneapolis & St.

Louis, 3.70, the Sioux City & Pacific, 7.10, the Wabash, St. Louis & Pacific, 3.31.

PROPERTY ACCOUNTS.

The property accounts of the roads reporting have been increased during the year $45,575,581.89.

CLASSIFICATION OF ACCOUNTS.	Amounts.
Grading	$ 1,405,211.16
Bridging and masonry	550,649.80
Superstructure, including rails	7,021,592.44
Land, land damages and fences	973,388.73
Passenger, freight, and water stations, and coal sheds	942,368.99
Engine-houses, car-sheds and turn-tables	1,622,507.95
Machine shops, including machinery and tools	180,941.93
Engineering agencies, salaries, and construction expenses	208,747.46
Purchase of other roads	24,050,653.70
EQUIPMENT.	
Locomotives	2,613,150.77
Passenger, baggage, and express cars	759,488.64
Freight and other cars	3,534,151.61
Total	45,696,132.81
Deduct credits to equipment account	120,550.92
Total net addition to property accounts	$ 45,575,581.89

This amount, $45,575,581.89, covers the addition in other States as well as Iowa. We estimate of this amount as property belonging to the roads in Iowa, an increase of property of $20,372,206.01, or for the 911 additional miles of road reported for the year $22,337.92 per mile.

TAXES.

The amount of taxes paid by the railroads in the State is $707,660.31, which is nine per cent of the income to the stockholders. The taxes paid in 1878 were $594,912.65; in 1879 were $584,169.79; in 1880 were $591,843.08; in 1881 were $628,611.51. The largest amount of taxes paid was by the Chicago, Rock Island & Pacific, $162,629.16; by the Chicago & Northwestern, $128,914.01; by the Chicago, Burlington & Quincy, $126,378.50; by the Chicago, Milwaukee & St. Paul, $94,166.23; by the Illinois Central, $60,624.16.

TOTAL TRACK IN THE STATE.

The total track in the State, reported in operation June 30, 1882, was	6,337.43 miles.
There was in addition, completed and in operation, we are informed, November 1	325.27 miles.
A total mileage for the State	6,662.70 miles.

This is 383 miles more than reported in Poor's Manual, for New York, at the close of the year 1881; two miles less than reported for Ohio, and twenty-eight less than Pennsylvania.

ROADS OWNED AND LEASED.

Of the entire railroad mileage of the State 5,182.73 miles are owned by the companies operating them—1,154.27 are leased. Of this amount the Northwestern leases 486.10 miles; the Rock Island 162.20; the Illinois Central 402.16; the Wabash 87.90; the Burlington & Northwestern 15.91.

SIDINGS.

The total amount of side-track reported is 700.73 miles, or a little more than eleven per cent of the length of the roads. This amount seems small, and is often a source of serious embarassment in moving trains.

DOUBLE TRACK.

The total amount of double track reported is 47.06 miles. Of this the Chicago, Burlington & Quincy owns 43.06 miles; the Chicago, Rock Island & Pacific four miles. The Rock Island road reported last year eight miles. We think the error must have occurred in last year's report.

STEEL AND IRON RAILS.

NAMES OF ROADS.	Miles of steel rails.	Miles of iron rails.	Total miles in main tracks.
Burlington, Cedar Rapids & Northern	351.40	268.49	619.89
Chicago, Burlington & Kansas City	16.00	620 0	78.00
Chicago, Burlington & Pacific	.....	.....	75.00
Central Iowa	106.00	181.60	287.60
Chicago, Burlington & Quincy	370.37	397.45	767.82
Kansas City, St. Jo. & Council Bluffs	42.00	16.35	58.35
Chicago, Milwaukee & St. Paul	483.80	801.74	1,285.54
Chicago & Northwestern	331.18	95.81	426.99
Chicago, Iowa & Nebraska	81.84	.....	81.84
Cedar Rapids & Missouri River	274.01	.....	274.01
Des Moines & Minneapolis	57.34	.....	57.34
Maple River	.....	72.91	72.91
Chicago, Rock Island & Pacific	544.00	215.40	759.40
Keokuk & Des Moines	2.00	110.20	162.20
Chicago, St. Paul, Minneapolis & Omaha	59.42	17.44	76.86
Crooked Creek	.....	8.50	8.50
Des Moines & Fort Dodge	65.00	17.70	82.70
Dubuque & Dakota	31.16	32.04	63.20
Illinois Central	69.22	332.94	402.16
Minneapolis & St. Louis	.....	141.00	141.00
Sioux City & Pacific	.....	80.47	80.47
St. Louis, Keokuk & Northwestern	2.50	48.30	50.80
Wabash, St. Louis & Pacific	66.60	229.60	296.20
NARROW GAUGE ROADS.			
Burlington & Northwestern	.....	38.37	38.37
Burlington & Western	.....	15.91	15.91
Des Moines, Osceola & Southern	.....	40.00	40.00
Fort Madison & Northwestern	.....	41.00	41.00
Cedar Rapids & Marion	.....	5.00	5.00
St. Louis, Des Moines & Northern	.....	35.43	35.43
Total	2,937.24	3,024.71	5,961.95

Forty-nine per cent of the entire roads of the State, exclusive of sidings, is steel rail. For the year 1881 there was reported forty per cent; for the year 1880 thirty-two per cent; for the year 1879 twenty-seven and one-half per cent; for the year 1878 twenty-two per cent. This indicates what is the fact, that wherever the traffic is heavy steel rails have been put down. The percentage of steel to iron rails will not increase as rapidly in the future as it has in the last four years.

ROAD-BED AND TRACK.

The total number of track sections reported for Iowa is 861. These vary in length from five to nine miles, probably averaging six miles.

On each of these there are reported as employed from three to seven men: probably the average would be five. The new ties laid in track during the year were reported 1,541,968. They last about seven years. There were 5,600 tons of new iron, and 190,584 tons of new steel laid in track. The average life of iron rails is reported from four to twelve years, varying with the traffic. There is now no iron in the main tracks of the trunk lines. The steel has not been long enough in use to determine its average duration.

FENCING.

The number of miles of fences reported is 4,345, the total cost $432,160.98, and the average price paid per rod $1.12.

The Commissioners are pleased to learn that there is a growing disposition to fence the roads, even among the newer lines. As a matter of safety for the trains, this is important as well as for the economy of running them. The landholder, the railway company, and the traveling public, would all be safer in person and property if all the roads in the State were fenced, and this Board believe that the cost would soon be repaid by the savings made in damages and repairs, and also in the diminished cost of doing the work.

TELEGRAPH LINES.

The telegraph lines are mainly owned by the Western Union Company. The railroads report in their offices 815 telegraph stations, and 895 miles of wire as owned by them and operated exclusively for their business. They report 4,344 miles of lines owned by the Western Union Telegraph Company.

TRAIN MILEAGE.

The total number of miles run by passenger trains was	18,575,194
The total number of miles run by freight trains was	39,106,906
The total number of miles run by switching trains was	14,005,754
The total number of miles run by construction and other trains was	6,744,011
Total train mileage	78,431,865
The total number of passengers carried was	20,927,026
The total number of passengers carried one mile	787,021,961
The total number tons freight carried	31,062,765
The total number tons freight carried one mile	4,631,564,735

The average distance traveled by each passenger, leaving out the short lines, varies from twenty-eight to sixty-two miles; forty-five miles would probably be a fair average. This indicates plainly that little effort has as yet been made to develop local travel. The rates charged for passenger fares generally are the maximum fixed by statute. Mileage tickets are sold on many of the roads at a reduction varying with the roads.

The speed of passenger trains varies from twenty to twenty-six miles per hour—of freight trains from ten to sixteen.

FREIGHT CAR MILEAGE.

The number of miles run by loaded freight cars east and south	199,746,836
The number of miles run by loaded freight cars west and north	231,253,733
The number of miles run by empty freight cars east and south	89,049,397
The number of miles run by empty freight cars west and north	61,664,638
Total freight car mileage.....	591,616,101

Several of the roads have neglected to report freight car mileage. This is a source of regret, and also of embarrassment to the Commissioners. Some things that are left out of the reports may be supplied by an estimate that does not materially affect results. This, however, cannot be done in the mileage, and the report is defective in this particular. The Board sees no reason why this may not be given, and in the future will insist on complete answers to the questions asked.

FREIGHT RATES.

The average rate of freight per ton per mile varies from nine cents on the Crooked Creek road, 4.24 on Burlington & Northwestern, 3.08 on the Des Moines & Fort Dodge road to 1.60 on the Chicago, Milwaukee & St. Paul; 1.47 on the Northwestern; 1.24 on the Rock Island; and .96 on the Wabash. The rates are a little higher than last year.

EQUIPMENT.

The total number of locomotives reported is 2,652, the weight varying from twenty-eight to sixty-seven tons; the total number of cars is 85,206. Of these 1,031 are passenger cars, 601 are baggage, mail, and express cars, 125 parlor, sleeping, and dining cars, 49,864 box freight cars, 7,846 stock cars, 18,240 platform or coal cars, 7,499 other cars.

STATIONS.

The total number of stations reported in Iowa is 947.

EMPLOYES.

The total number of persons regularly employed in operating the roads of the State is 28,397; the amount paid them for their services is $14,071,612.54, or two and one-half millions more than the earnings of the roads of the State above operating expenses and the taxes. The figures are large, but we have reason to believe that they are nearly correct.

TRUSS BRIDGES.

The total number of wooden truss bridges is 464, the length 38,774 lineal feet; of combination truss bridges 110, length 13,358 feet; of iron truss bridges 140, length 14,724 feet.

WOODEN TRESTLE AND PILE.

The total number of wooden trestle and pile bridges is 7,559, their length 531,014 feet; these bridges put together make a total of more than one hundred and thirteen miles.

ARCH CULVERTS.

There are thirty-four arch culverts reported—the total opening is 209 feet; 3,352 wooden box culverts, and 926 stone box culverts.

BRIDGES BUILT WITHIN THE YEAR.

There were built within the year 50,072 lineal feet of bridges, including those rebuilt.

CATTLE-GUARDS.

The number of cattle-guards reported is 6,975. This number we are sure is too small.

RAILROAD CROSSINGS.

The number of railroad crossings at grade is 136; over or under another road twenty-five.

HIGHWAY CROSSINGS.

The number of highway crossings reported at grade is 4,677; over the track, sixty-one; under track, eighty-four; at which there are flag-

men, forty-eight. Bridges eighteen feet above track, fifty-eight; less than eighteen feet, two.

ACCIDENTS TO PERSONS.

During the year one hundred and sixty-five persons were killed; of these seven were passengers, eighty-nine employes, and sixty-nine others. Five by derailment, two by collisions, four caught in frogs, sixteen coupling cars, thirty-one falling from train, nineteen getting on and off trains, four at highway crossings, forty-one from miscellaneous causes, ten stealing rides, twenty-one while intoxicated, and thirty-three while trespassing on track. Of this number three were reported as suicides.

There were six hundred and thirty-five persons injured during the year; sixty-one were passengers, five hundred and two were employes, and seventy-two others. By derailment fifty-nine, collisions thirty-seven, caught in frogs four, coupling cars one hundred and eighty-two, falling from trains fifty-seven, getting on and off trains fifty six, at highway crossings ten, miscellaneous one hundred and ninety-two, overhead obstructions six, stealing rides eight, trespassing on track twenty-four.

COUPLING CARS.

One great source of accident resulting in a very large percentage of injury and death to the railroad employe, is the present method of coupling cars. While we believe the theory is, and most of the time tables require the use of the coupling hook, in practice men go between the cars, and if for any cause the deadwood of the different cars fails to meet they are crushed; others are caught in frogs, the car wheels catching them before the foot can be removed. In the report for this year four employes were killed, being caught in frogs, and sixteen in coupling cars; four were injured, being caught in frogs, and one hundred and eighty-two in coupling cars. There is evidently something wrong in the entire arrangement of coupling cars, for in no legitimate business should there be such a liability to injury and death. We are not able to suggest a remedy, but believe that something might be provided that would do away with much of this.

WALKING ON TRACK.

We would not feel ourselves to be entirely free from censure if we allowed an opportunity to pass without calling attention to the danger

of this practice. It has become so common as to have almost, we believe, established for the public, in the judicial mind, an element of acquired right of way or joint occupancy. During the year 1878 there were reported to this Board killed while walking on tracks twenty-two, injured nineteen; in the year 1879, killed twenty-four, injured twenty-three; in the year 1880, killed twenty-two, injured sixteen; in the year 1881, killed twenty-eight, injured twelve; during the year 1882, killed thirty-three, injured twenty-four. Or for the five years, killed one hundred and twenty-nine, injured ninety-four. The Board feel that this useless waste of life should be avoided, and that the only way to accomplish it is through legislation. Railway trains must and will always be run at high rates of speed; this is a necessity, and sooner or later the railway track must cease to be regarded as a highway. Until that time comes, the compiler of statistics will continue to report the long and sickening list of killed and injured while trespassing on track, and juries will continue to speculate whether the man in charge of the locomotive might or might not have been able to stop his ponderous train in time for the injured to have stepped off the track.

TONNAGE CLASSIFIED.

ARTICLES CARRIED.	Tons.	Per cent.
Grain	2,471,936	25.29
Flour	199,405	2.04
Provisions	115,138	1.18
Animals	980,618	10.03
Other agricultural products	160,603	1.65
Lumber and forest products	1,551,515	15.87
Coal	1,767,047	18.07
Lime, cement, etc.	108,265	1.11
Salt	110,646	1.13
Oil, petroleum, etc.	31,458	.33
Iron and castings	139,707	1.43
Stone and brick	207,916	2.13
Manufactures	109,382	1.12
Merchandise, and other articles not enumerated	1,820,215	18.62
Total	9,777,415	100.00

Add to this amount an estimated tonnage for the Chicago, Burlington & Kansas City, the Kansas City, St. Joseph & Council Bluffs, the St. Paul, Minneapolis & Omaha, the Minneapolis & St. Louis, the St. Louis, Keokuk & Northwestern, the Wabash, St. Louis & Pacific, and the Fort Madison & Northwestern roads (whose officers were unable to sep-

arate their Iowa tonnage), 1,198,427 tons, and we have a total tonnage of 10,975,842; deducting from this the freight twice reported, that is, the freight delivered to and received from the smaller roads by the trunk lines (as estimated by the Commissioners), 380,688 tons, and we have the Iowa tonnage as 10,595,174.

TONNAGE CROSSING THE MISSISSIPPI RIVER FOR THE YEAR ENDING JUNE 30, 1882.

LOCATION OF BRIDGE.	Tons west-bound.	Tons east-bound.	Total tons.
McGregor	146,356	137,529	283,885
Dubuque	108,375	183,463	291,838
Sabula	257,462	159,327	416,789
Clinton	502,311	706,964	1,209,275
Davenport	960,437	937,383	1,897,820
Burlington	906,369	1,143,470	2,049,839
Keokuk	63,947	50,694	114,641
Total	2,945,257	3,318,830	6,264,087

TONNAGE CROSSING THE MISSOURI RIVER FOR THE YEAR ENDING JUNE 30, 1882.

LOCATION OF BRIDGE OR CROSSING.	Tons west-bound.	Tons east-bound.	Total tons.
Sioux City	82,565	15,255	97,820
Blair	86,594	47,876	134,470
Council Bluffs	.....	.....	.....
East Plattsmouth	432,180	269,584	701,764

The tonnage of the Mississippi River bridges as reported amounts to	6,264,087
Tonnage of roads not crossing bridges going east	1,198,427
Tonnage originating in Iowa going west (estimated)	992,000
Total	8,454,514

Leaving the tonnage originating from points in Iowa destined to points in Iowa 2,140,660. This is twenty and two-tenths per cent of the entire freight hauled by the roads in Iowa.

THE AMOUNT OF TONNAGE THAT CAN BE CARRIED OVER THE ROADS IN IOWA, EXCLUSIVE OF THE WEIGHT OF CARS, BY AN ENGINE OF GIVEN WEIGHT.

NAMES OF ROADS.	Weight of engine in tons.	Net freight carried.	Net freight per ton weight of locomotive.
Central Iowa	50	315	6.30
Chicago, Burlington & Quincy—Eastern Division	51	330	6.47
Chicago, Burlington & Quincy—Middle Division	51	275	5.39
Chicago, Burlington & Quincy—Western Division	51	260	5.10
Kansas City, St. Joseph & Council Bluffs	47	450	9.58
Chicago & Northwestern	39	275	7.05
Chicago, Rock Island & Pacific	36	240	6.66
Crooked Creek	20	60	3.00
Des Moines & Fort Dodge	36	270	7.50
Dubuque & Dakota	28	160	5.43
Illinois Central	30	140	4.66
Sioux City & Pacific	32	255	8.00
Burlington & Northwestern	20.35	160	8.00

These reports are unquestionably correct, and yet they make a showing that surprises us. The Sioux City & Pacific can haul only eight net tons of freight to one ton weight of locomotive; the Kansas City, St. Joseph & Council Bluffs road can haul only 9.58 tons. These roads in Iowa have probably no grades to exceed ten feet to the mile. The Burlington & Northwestern hauls over grades from forty to fifty feet per mile eight tons to a ton weight of locomotive, as much as the former and but little less than the latter. This is the strongest argument we have ever known to be advanced in favor of the narrow gauge road. We would have some doubts of the accuracy of the statistics did we not know that they were carefully compiled by competent men, and conscientiously sworn to after examination by the very able managers of the respective roads.

CONGRESSIONAL LAND GRANTS.

The Chicago, Burlington & Quincy Railroad received from congressional grant 358,442.09 acres; they have sold 329,987.03 acres, at an average of $12.22 per acre; they received from cash sales $137,-917.47; there is unpaid on outstanding contracts $2,367,241.62; the gross amount from sales, contracts, etc., up to June 30, 1882, was $3,976,559.42; the amount expended in the sale and management of

the lands, $570,298.79; the taxes paid on them, $242,011.97; the amount realized from the sale of lands above expenses incurred in the management and taxes is $3,164,248.66.

The Chicago, Milwaukee & St. Paul road received from congressional grants 312,930.07 acres; about 15,000 acres more will inure to the company, not including about 180,000 involved in the suit with the Sioux City & St. Paul company. The number of acres sold is 245,214.57, at an average price of $4.65: the purchase price of the land sold was $1,139,456.48; the amount unpaid on outstanding contracts is $666,022.27; the gross amount received, including outstanding contracts, is $1,218,061.22; the amount expended in the sale and management of the lands was $64,897.88; the taxes paid on the lands are $23,464.34; the amount realized from the sale of lands above the expenses incurred in the management and taxes, including the amount unpaid on outstanding contracts, is $1,129,699.

The Chicago, Rock Island & Pacific Railroad received from congressional grants 550,193.51 acres; sold 502,406.86 acres at an average price of $8.25 per acre; received from sales, $2,733,080.59; there is due on outstanding contracts, $1,590,955; the gross amount received from sales and contracts up to June 30, 1882, is $3,404,022.88; the amount expended in the sale and management of the lands is $230,161.49; the taxes paid on the land, $576,552.78; the amount realized from the sale of lands above the expenses incurred in the sale and management and the taxes is $2,597,308.61.

The Iowa Falls & Sioux City road received from congressional grant 683,076.55 acres, has sold 583,265.64 acres at an average price of $6.76 dollars per acre; the amount received from sales is $1,513,202.56; the amount due on outstanding contracts is $1,006,255.45; the gross amount received from sales, contracts forfeited, contracts, etc., up to June 30, 1882, was $3,122,864.29; the amount expended in the sale and management of the lands is $279,874.33; the amount of taxes paid on lands is $613,160.72; the amount realized from the sale of lands above the expenses of management and taxes was $2,229,829.24.

The Des Moines & Fort Dodge road received from congressional grant 35,545 acres, and there is yet to inure to the company 7,000 acres; 6,863.45 acres were sold at an average of seven dollars per acre; the amount received from sales was $6,114.50; the amount unpaid on outstanding contracts is $27,413.90; the gross amount received from sales, contracts, etc., to July 30, 1882, was $18,154.76; the amount expended

in the sale and management of the lands was $813.68; the taxes paid on the lands were $2,407.60; the amount realized above the expenses of management and taxes was $14,933.48.

The net amount realized from congressional land grants by the railroad companies to date of report is as follows:

The Chicago, Burlington & Quincy	$ 3,164,248.66
The Chicago, Milwaukee & St. Paul	1,129,669.00
The Chicago, Rock Island & Pacific	2,597,308.61
The Iowa Falls & Sioux City	2,229,829.24
The Des Moines & Fort Dodge	14,933.48
The Cedar Rapids & Missouri River (956,597.40 acres)	63,961.60
The Sioux City & Pacific	200,000.00
The Sioux City & St. Paul (report of 1878)	786,919.43
Total	$10,186,870.02

We have in a former report suggested that the management of some of these lands had not been such as to apparently produce the best results for the companies to which they were granted. This, however, has long been past remedy. The Railroad Commissioners of Illinois, under the authority given them by statute, have during the last year lowered the tariff of maximum rates in Illinois, and also changed the classification, reducing materially (estimated about eighty per cent), as we learn, the local rates in that State, and, as is claimed by many of the roads, brought the local haulage to a rate that hardly pays the actual ordinary operating expenses. It is not our province to discuss the wisdom of the acts of the Illinois Commissioners, nor is it probable that the *ex parte* statements or the views of those running the railroads are entirely correct and without bias, but we may, we think, without transgressing the bounds of comity, give expression to our views on the establishment of rates that would contribute nothing towards paying interest charges, or any return to the owners of the property in the shape of dividends, how they would affect the interests of Iowa, and all the other Western States whose products must pass through Illinois to reach their market.

That the State has the power to fix the rates has been so often affirmed by the highest authority that no question on that point now remains. It is the duty of the State when it assumes to regulate rates, to do so with a just regard to the rights and interests of the railway as well as the citizen—both parties are in the hands of the State, and have no appeal. The one has the right to reasonable rates for trans-

portation of himself and his property, the other to a reasonable remuneration for its services, which includes a fair return on capital, provided that it is reasonably and judiciously expended. If the local rates are made so low that they barely pay transportation charges, then whatever profit is made by the roads is from through traffic. If this principle is established in Illinois, there is no reason why Indiana, Michigan, Ohio, Pennsylvania, Maryland, Virginia, New Jersey, and New York, may not also require the through business to pay the entire interest on the railway property of those States. The extreme west must either bear the greatest proportion of this burden, or under ordinary circumstances retain its great staples at home, except so far as its producers are able to put them in the condensed forms that would increase their value, and reduce the percentage of freight to value.

In fixing rates, if this is the best method to reach the question, great care should be taken to cover the entire ground, every circumstance should be considered that goes to make up or modify rates. The commerce of the country is now largely carried by the railways, and no State, we think, for a little advantage can afford to use its position and power to fetter it, or disregard the general good of the country.

Iowa commerce passes over Illinois to reach the lake system and Eastern trunk lines. The Commissioners of Illinois vary very greatly in the uniformity of the rates they fix for the commerce of that State. When they are ranged very low the through freight must be taxed higher to equalize incomes. As great injustice can be done to our State by shifting the burdens of local State commerce in Illinois from where they belong, to rest on our through traffic, as by too heavy charges from Iowa to the lakes or trunk lines. Where the territory of one State lies between another and its market, it is evident that the power to arrange freight tariffs should not be wholly in the hands of State authorities. The United States Congress owes it to the States and their citizens to interfere to the extent to which State authorities may be disposed intentionally or insensibly to compel their neighbors to pay part of their transportation bills.

The growth of knowledge of the cost of hauling freight will indicate what the comparative cost should be of carrying local and through commerce. To violate this determination will suggest a remedy, as wrongs in State hauls are now being remedied by State authority, and wrongs in inter-State hauls suggest remedy by Congressional action. This is an additional reason why Congress should take

steps to bring inter-State commerce within rule and regulation, so that burdens may be equitably distributed between local and inter-State commerce.

REGULATION OF INTER-STATE COMMERCE BY THE STATE.

The Supreme Court of Iowa has decided in the case of *John A. Carton & Co. v. The Illinois Central Railroad Company,* that the State has not and can have no control over inter-State commerce. The language of the court is "that an act of the State legislature whose "object and purpose is to control and regulate the shipment of freight "to points in other States, is in violation of Art. I, Sec. 8, of the Con-"stitution of the United States, as being legislation on inter-State com-"merce, a subject which in its nature is national and requiring the "exclusive legislation of Congress. An inter-State contract of ship-"ment entered into by a common carrier is an entire contract, and the "laws of the State wherein it is made, so far as they attempt to "regulate inter-State commerce, do not enter into it as a part of the "contract, being repugnant to the Federal Constitution."

In the case decided, the act approved March 23, 1874 (being an act to establish reasonable maximum rates of charges for the transportation of freight and passengers on the different roads in this State), was in operation. There was a similar law in Illinois, and it was in evidence that the maximum rate in Illinois was lower than the maximum rate in Iowa. It was contended that the contract for shipping was an Iowa contract and followed the freight from the point of shipment to the point of delivery; that the Iowa contract could not be repugnant to any rights or interests of Illinois, as the maximum rate of Iowa was higher than of Illinois; that it was not in conflict with any law or right of the general government, because Congress had not attempted to regulate; the Iowa statute, it is true, had the effect of regulating inter-State commerce; it was enacted in the exercise of a power vested concurrently in the State and National governments, and as it was not in conflict with any law of the general government, it cannot be regarded as an encroachment upon its authority. Until Congress assumes to exercise authority over the subject, it is proper for the State to legislate upon it.

The court held that it was not the intention of the Iowa statute to do more than fix the maximum rates to be charged on

freight shipped within the State. That the fixing of rates of freight shipped from one State to another is a regulation of inter-State commerce; that it is a regulation in conflict with the Constitution of the United States, which gives to Congress the power to regulate commerce among the several States. The court admits that it is competent for the States, in the absence of congressional legislation, to legislate respecting inter-State commerce in a certain line of cases, but these cases have been such as relate to bridges, or dams across streams wholly within a State, police laws relating to pilots of vessels, health laws, and the like, but that the power to enact laws upon subjects in their nature national, and not merely local, is exclusively with Congress. That the holdings of the Supreme Court of the United States in the Granger cases does not sanction the validity of the act of the State legislature, if intended as such, regulating commerce between the States. These decisions determine the power of the State to fix the limit of reasonable warehouse and transportion charges within the boundaries of the State, and when such power is exercised, although it may incidentally affect commerce between the States, yet the laws of the State are not regulations of inter-State commerce because of such incidental results. If the Iowa law became part of the contract for shipment, we would have it control the transportation of freight to its destination, even though it passed through several lines of carriers and several States, the local distance carried being only a small part of the distance. The court held that such regulation should be national in its character.

Judge Beck dissents, and in a minority opinion suggests that the Constitutional prohibition extends only to those regulations that impose burdens and restrictions upon inter-State commerce; that the statutes that remove burdens and restrictions, which protect it from the unjust exactions of common carriers, are not regulations of commerce contemplated in the Constitution of the United States. He further says that the intention of the statute of the State brought in question was of this character, and that it operated to protect and stimulate commerce.

The transportation question is a broad one. While much good has probably resulted from a knowledge of, and a decision that the States have the power to regulate, yet it is a question whether more interests have not suffered from the exercise of this power than have been benefited by it. The Granger tariff of 1874 seems to have been as nearly

framed to meet the needs of the time as any tariff that was entirely without elasticity could be, and yet we understand the popular verdict after four years of trial was that it was a burden rather than a benefit to commerce.

The Supreme Court of Illinois, in a case brought before it, held the other view from the Iowa court. Messrs. Bailey & Swanell, of Gilman, Illinois, complain that the Wabash Railway Company charge them twenty-five cents per one hundred pounds for freight from Gilman to New York, while their charges for the same class of freight from Peoria to New York, which is a greater distance, was but fifteen cents per one hundred pounds. The defense was that the legislature of Illinois did not, and had no power to, pass a law regulating the charges for the transportation of property from a point within the State of Illinois to a point within the State of New York. The power of the State to fix rates was really the only question involved. The court says that section 8, Article I, of the Federal Constitution, which declares that Congress shall have power to regulate commerce among the States, does not refer to cases of this character; that the law of a State that may incidentally affect commerce between the States has never been regarded as falling within the inhibition. The court says that the law does not purport to exercise control over any railroad corporation that does not operate a road in the State, or such companies as have domestic relations with the State. It quotes from the opinion as rendered by Chief Justice Waite, in the case of *Peik v. The Northwestern Railroad,* as to the effect of the statute as a regulation of inter-State commerce, that the statute was not passed for the purpose or with the view of regulating commerce among the States; its object was to reach railway companies which derived their powers to transact business from the State. The Wabash company is engaged in State as well as inter-State commerce, and the State must be permitted to adopt such rules and regulations as may be necessary for the promotion of the general welfare of the people within its own jurisdiction, even though in so doing those without may be incidentally affected. Should Congress pass a law regulating the charges of railroads engaged in inter-State commerce, it may be that Illinois would be confined to charges for the transportation of property wholly within the State, but no such law has been passed.

We have examined the two decisions, and the diametrically different conclusions are evidently to a great degree influenced by the construc-

tion put on the meaning of the statement of the opinion of the court in the case of *Peik v. The Northwestern Railroad*, where it says "the law "is confined to State commerce, or such inter-State commerce as directly "affects the people of Wisconsin. Until Congress acts in reference to the "relations of the company to inter-State commerce, it is certainly in the "power of Wisconsin to regulate its fares so far as they are of domestic "concern. With the people of Wisconsin this company has domestic "relations. Incidentally they may reach beyond the State, but certainly "until Congress undertakes to regulate for those without the State "Wisconsin may provide for those within, even though it may indi "rectly affect those without."

We think the construction of this section by the Iowa Supreme Court to be the correct view. Wisconsin may fix a maximum rate of fares and freight transportation within the State. Even if this rate should incidentally (for the purpose of paying interest or dividends upon the property invested in the road), increase the cost of through transportation, the Supreme Court of the United States would not hold it to be a regulation of inter-State commerce,—its relation is purely domestic, and the company, whether chartered by the State, or operating a road in the State under the sanction of State authority, has such domestic relations as would authorize the State legislature to fix rates within the State. The court held the relation of the lessee to the State was the same as if the company was chartered by the State. We are the more convinced of the correctness of this view, from the treatment of the subject in two cases subsequently decided by the United States Supreme Court: *Hall v. De Cuir*, and *Railroad Company v. Hannan*, reported in 95 U. S., 465 and 485. These cases go to the extreme the other way, determining that even in the exercise of police regulations, and for purely sanitary purposes the State may go beyond the proper limit, even in matters over which it is conceded that the jurisdiction belongs to the State.

In the latter case the court says "whatever may be the power of a "State over commerce that is completely internal, it can no more pro- "hibit or regulate that which is inter-State, than that which is with "foreign nations."

We understand that the Wabash company terminates its lines at Toledo, and that the larger portion of its freight reaches New York over the lines of the Canada Southern and the New York Central roads. A regulation by the State of Illinois of rates to New York

might dictate rates to both these lines. There can be no pretense that the legislature of Illinois could fix or enforce rates on a Canada road, and we think it equally true that it could not on a New York road. The former derives its charter from a foreign nation, which alone has the power to fix its charges and regulate its business; the latter road is entirely within the limits of the State of New York, and subject solely to its control.

FREIGHT WAR OF RATES IN 1881.

During the month of July, 1881, a war of rates broke out between the trunk lines connecting the West with the sea-board, and continued during the remainder of the year. Rates were reduced to a point that the loss of net earnings for the six months was estimated at more than six millions of dollars below what had been regarded a reasonable rate. The danger of such a loss inflicted upon the railroad interests, the failure to earn dividends, and the consequent depreciation of so large an amount of property, led them to terminate their differences by compromise. After squandering their resources in fighting, the solvent roads of the country always end their difficulties this way: the insolvent roads having no interest to pay, and no dividends to provide for, continue the fight until they are absorbed by some strong line. It was not very difficult to settle upon the proportion of through freight to which each line was legitimately entitled, but a new question arose, or rather a solution of an old question on a different basis arose, which was termed

DIFFERENTIAL RATES.

Or, in other words, the representatives of the New York lines claimed that the rates from the West to New York should be the same as those to Philadelphia and Baltimore, the difference having been before the July contest two cents less to Philadelphia, and three cents less to Baltimore per one hundred pounds. Some difference had hitherto been satisfactorily based on the difference of ocean freight from New York, less that from Philadelphia and Baltimore. It was claimed by the New York roads that by improved facilities at the latter places for receiving, hauling, and loading, and fortunate arrangements with the steamship lines, that the ocean freights had become nearly the same from all three ports. The representatives of the lines terminating in New York were well satisfied with the different rates, until the possibility of losing a large amount of their business dawned upon them.

The city of New York was aroused, and the controversy was carried from the railways to the terminal cities, the public in each demanding that the railways should protect the interests of their respective cities.

AN ADVISORY COMMITTEE.

An advisory committee was appointed by the officers of the four roads interested, consisting of Messrs. Thurman, Washburn, and Cooley, to determine whether uniform rates should be adapted to each of the three cities, or whether differential rates, and to what extent, should be maintained. The railway companies stated the case to the commissioners, and volunteered to furnish them any information that peculiarly belonged to their lines, whenever called for, and seem to have left the people interested to furnish the commission the facts and circumstances that affected their localities. The Produce Exchange, Board of Trade, and Chamber of Commerce of New York, and similar organizations in Philadelphia and Baltimore furnished the commissioners statistics, industriously collected, and supported their positions by arguments carefully and thoughtfully prepared, as the representatives of cities whose life blood, their commerce, might be gradually sapped by an unfavorable policy recommended by this commission. In July, 1882, the commissioners made their report, and the railway companies have accepted it as the basis of their action. Their report continued for the present the differential rates previously in force, and concludes with a striking suggestion, that although the rates are just and proper to-day, it does not follow that they will be just indefinitely, and that whenever they shall be found to give a forced or unnatural direction to trade, or whenever they shall deprive any of the seaports of the proportion of business that would naturally come to it under the operation of normal competition, then it would be right to modify or abolish them.

These gentlemen examined and discussed the principle of mileage and thought this was not the basis to determine the question upon; they studied the effect of competition and concluded that it was not the basis; they examined the cost of service rendered, and concluded that this was the proper basis; but they did find that the ocean freights during the year 1881, averaged from Philadelphia two cents per hundred pounds, and from Baltimore three cents per hundred pounds more than they did from New York by steam and sail vessels, and that under this condition there was no evidence that Philadelphia and

Baltimore business, to which the differentials were applicable, is now increasing more rapidly in proportion than New York, and concluded that so long as this condition lasted the rates were right. We think they have settled the question in the only way that it can properly be done, taking the entire western freight of grain or other produce from Chicago and the Mississippi and Missouri River points to the final market, Liverpool or London, and give to each of the Atlantic cities the through rate less the ocean freights. They further suggest that accurate statistics of the railway commerce be kept, and that they be furnished to the public. Publicity they claim will correct many of the evils of which the people complain. They do not think that questions of this character can be determined arbitrarily, but that large powers of self government have been left by law with railway managers, and it is their duty to serve the public with fairness, and to distribute the benefits and burdens incident to their occupation fairly and justly.

These gentlemen reached the conclusion that all men who have thoughtfully and impartially studied the subject have hitherto arrived at, that the questions that arise in solving the transportation problem cannot be decided or settled aright by any inflexible law or preconceived opinion; that they are so varied in character and surrounded by such a multiplicity of circumstances that each case must be determined separately and by itself; must be studied with reference to underlying principles and conditions that fail to attract superficial notice.

A careful study of transportation as it affects the industries of Iowa will suggest that volume of products seeking transportation, and location of competitive producers has much to do with cost of carriage. A car load of butter is shipped from central points in Iowa to the eastern sea-board with profit to the carrier at one cent a pound. A dairyman living one hundred miles from the same destination pays more than one cent a pound. The volume of the product in Iowa is such that it is desirable business to haul butter by the car load at one cent a pound, while the hauling of small lots at more than a cent a pound one-tenth of the distance may not be profitable to the railroad doing the service. On the other hand, if Western butter paid charges per pound according to distance hauled it could not be profitably manufactured. With regard to location of competing producers in relation to the market in which they sell it has been determined from experience that like products from Iowa factories must reach

their common market at nearly the same rates, or the ones farthest from market will be shut out by the larger rate. When New York is the market for cured meats Iowa packing-houses must have nearly uniform rates—half a cent a pound takes cured meats to the sea-board from Iowa—and from one county as cheap as another; they must have rates about as low as packing-houses located in States farther east, and on products sent west of the Missouri rates from Illinois are made nearly as low as from Iowa. Factories located in Iowa making farm machinery require low rates on raw material that will enable them to compete in Iowa with the same products manufactured in States farther east where material is cheaper. This principle is at the basis of all manufacturing in Iowa, and interference with it beyond insisting on like rates for like customers for like uses would stop most of the wheels in the State. Classification of roads cannot interfere, neither can distance be closely estimated. A weak railroad must give as favorable rates as a strong one or the new industry will locate on the strong road. Carrying done for new manufactures is based to some extent on future prospects; while it may need special favors from a railroad that could not be extended to all freight of the same class, its prospective business when developed will justify the anticipation of lower rates on all freight, as increased freight always brings about lower charges.

It would be well for the public and the railway system if Congress should pass a commissioner law and place upon the commission men of the learning, fidelity, and fairness of these gentlemen to determine the differences that arise between the people and the railway corporations. The student of the railway problem fears congressional or State legislation that would tend to abridge the freedom of commerce, by prescribing rules or enactments made by the most fair and expert legislators. With all the ability with which the subject has been studied for the last fifty years, no rule has yet been found that would give the cost of any special service, although the railway managers have made every effort to arrive at it. They know that by charging high rates for carrying valuable articles, and low rates for cheap articles, that the business can be done satisfactorily, and if the volume of business is sufficient the road can be profitably operated. A computation of averages is the nearest approach to cost arrived at.

It may be proper to give the means of forming a correct idea of the volume of business carried by the roads whose differences these com-

missioners have settled. The New York Central & Hudson River Road, in 1881, carried 11,591,379 tons of freight, which is 996,205 tons more than was carried on the six thousand three hundred and thirty-seven miles in the State of Iowa. The cost of handling this freight per ton per mile was .562 cents, the charges .780 cents, leaving a net profit of .218 cents per ton per mile. The Erie road moved 11,086,823 tons at a cost per ton per mile of .529 cents, at a charge of .805 cents, leaving a net profit of .276 cents. Fifty-two and one-half per cent of all the freight handled by this company for the year 1881 was coal. The Pennsylvania road, in 1881, moved 18,229,365 tons at a cost per ton per mile of .437 cents, at a charge of .799 cents, and a profit of .362 cents. We have no means of determining what proportion of this freight was coal, but presume about as large as the Erie. We have not the tonnage of the Baltimore & Ohio road for the year, but judge that it will not fall short of the Erie—five millions of this tonnage is reported as coal in Poor's Manual.

It is by the rate charged on these lines that the values of Iowa products are measured more than by local rates. The people of Iowa are specially interested in low rates for long haulage.

Reduction of cost and annihilation of time comparatively have brought the Iowa farmer and the eastern consumer closer together, resulting in the steady rise of Iowa lands. The reduced cost at which our products are placed in European markets, has a tendency to equalize the value of land here and abroad. The value of lands abroad has for a number of years gone steadily down, while the value of our lands goes steadily up. There is good reason to expect a continuance of this condition regarding landed property as the volume of traffic increases and the rates consequently go down. Cheaper money and plentier home capital will compete while there is profit in the carrying trade.

MR. VANDERBILT'S SUGGESTION.

Mr. Vanderbilt is credited with at one time having made the assertion "that railroads take all they can get." This frank acknowledgment has been the theme of censure, and the public have looked with anything but favor upon the avowed greed of the representative of one of the great corporations.

The idea of Mr. Vanderbilt is more aptly expressed by the railway manager in the phrase "what rate will the commodity bear?" The freight agent who is seeking to transport any class of produce from

one point to another, must make his rate with reference to the value of the commodity where he gets it, and the value at the points to which he sends it, and the prevailing rates from other points that are competitive, as well as values at those points; from these he can determine what rate the produce will bear and he must either take it at that rate, or not move it at all. It is true, as can be shown, that his roads, the New York Central, reduced its rates from 2.743 cents per ton per mile in 1868 to .879 cents in 1880. The Lake Shore from 2.336 in 1868 to .758 cents in 1880. The Michigan Central from 2.450 in 1868 to .842 cents in 1880. These wonderful reductions in twelve years of sixty-six per cent have not by any means been due to any special concession to the public welfare, but to the fact that his roads had the capacity for an immense business, with a full equipment, but at the same time the freight must be carried at such rates as it would bear, or abandoned to his rivals. His interests were served by moving freight which would have availed itself of lake and canal transportation if he had not offered rates that made it desirable to ship it over his roads. A fuller illustration of the correctness of his statement is shown in the railway classification. Valuable goods are classified differently and charged higher rates, not merely for the insurance risk, nor that the cost of carriage is any greater, but that they will bear the higher rate without being materially felt by the shipper on account of the slight percentage of freight to value. Products of small value that will hardly bear transportation charges, are often moved at no profit, at times when business is dull. It is often found to be policy to keep men employed and cars moving if the freight pays simply the cost of transportation.

The roads reporting to this Board give a total of equipment of 2,562 locomotives and 85,206 cars, or a total value of about $50,000,000. This is probably not far from the value of the equipment of the roads controlled by the Vanderbilt parties. The interest on this equipment at six per cent is $3,000,000 per year, or $8,219.18 per day. It is all important to keep this property employed, and the lowest rate can be made when all cars are fully loaded in both directions, and when all the wheels are kept moving.

Our views on this subject are expressed very fully by Edward Atkinson, one of the ablest collectors of statistics in this country, and one of the most philosophic writers on the relations of the railroad and the producer. He says "it cannot be too often repeated that the railway

"and the steamship have eliminated distance. The Western farm and "Eastern work-shop, the Southern plantation, and the Northern factory "have been brought near each other, and in the process the very lines "of railroad that have been most profitable to their owners, are the "specific lines that have performed the largest service at the least cost "to those who use them. One day's wages of a common mechanic in "Massachusetts, will pay the cost of moving his year's subsistance from "Chicago to Boston.

"When we consider this we may realize that Mr. Vanderbilt, and his "associates who led the way to the consolidation of railway service and "thus rendered low costs possible, were the great communists of the "day. They brought a community of subsistance, and carried abund-"ance to the door of the common laborer. For every cent they earned "in the railway traffic and added to their great fortunes, the people have "saved a dollar's worth of labor in the work of earning their subsistance "by the reduction of the charges that steadily accompanied the increase "of the traffic upon the railroads. It matters little whether their "motive was of pure selfishness, or enlightened self-interest, the result "is the same."

RAILROAD REPORTS.

Mr. Poor in his Manual for 1881, suggests that all railroads be required to report at one time. We might add that if some system of accounts that would cover all statistical information needed could be adopted, and uniformly reached, comparisons of great value could be made, and correct ideas of the cost and value of the service be obtained. This Board has struggled through five reports, and sought in every way to secure uniform information. The answers to very many questions asked being derived from different methods of keeping accounts, have been far from satisfactory, and very many things have been of necessity estimated by the Commissioners. If all the roads would make their reports on the 30th of June, and adopt the system recommended by the Railroad Commissioners, or some other, the information furnished would be the same from each, and the reports would give a much more intelligible statement of facts and conditions.

STRIKE OF THE FREIGHT HANDLERS IN NEW YORK.

During the past summer there was a strike among the men handling freight at the depots of the roads in New York. The strike was general and seriously hindered the forwarding of goods. We have no means

of knowing whether the wages paid these men were suitable compensation for their services or not. A strike is always unfortunate for the laborer who loses his time, and the employer who suffers in about the same ratio. It would seem that some plan might be devised by which the equities could be reached without this loss. The public, we think, rather sympathized with the freight handlers, and the commercial organizations of the city showed a strong disposition to force the railways to terms at advanced rates. The difficulties were finally adjusted in accordance with the law of supply and demand, which seems to be the final arbitrament of all such difficulties.

CAPACITY OF FREIGHT CARS.

Until within a few years the freight cars of the standard gauge roads were not allowed to carry more than ten tons of freight, and any excess of this amount was charged double rates as a penalty for overloading. The generally received opinion of the railroad manager was, that this was about the limit of capacity for eight wheeled cars. These cars then, as now, weighed not far from ten tons.

The introduction of the narrow gauge was heralded by the claim that the amount of dead weight was less to the load than could be carried on the standard gauge, the original cars weighing about five tons being rated for loads of seven and one-half tons. This seems to have set the reflecting railway manager to thinking whether the cars of the standard gauge might not be arranged to carry a similar proportion of tonnage to dead weight. The result has been that at the present time but few eight-wheeled cars of standard gauge are built with a carrying capacity of less than twenty tons. This seems to determine that there is greater economy in moving freight in cars of the greatest carrying capacity. This is one of the reasons why the rate per ton per mile is being reduced, as but little more power is required to haul thirty cars each loaded with twenty tons than loaded with ten tons. The expenses for train men are the same, and the cost and maintenance of cars about the same. If the narrow gauge road had done nothing more than educate the car builder and the railway manager as to the capacity to which cars could be increased with safety, it is worth to the public and the railway system all that it has cost.

A committee was appointed by the Master Car Builders Association to examine and report whether the carrying capacity of freight cars could be safely increased above twenty tons. They issued a circular in

which they state some of the most important advantages to be gained in transporting any given amount of tonnage in thirty ton cars, less cost of cars, of repairs, of dead weight, less number of way-bills, shorter trains, shorter side tracks, less number of brakes, journals to oil, wheels to inspect, and less number of train men. They submit the following table, showing the number of box cars required to transport 1,000 tons of freight, the cars of different capacities:

	With ten ton cars.	With twenty ton cars.	With thirty ton cars.
Number of cars to carry 1,000 tons	100	50	34
Weight of cars to carry 1,000 tons	1,000	550	412
Length of train to carry 1,000 tons	3,100	1,550	1,400
Cost of cars to carry 1,000 tons	$ 57,000	$ 30,000	$ 21,450
Number of brake shafts, levers, and connections to carry 1,000 tons	500	250	170
Number of brake heads, shoes, and wheels to carry 1,000 tons	900	450	306
Number of brake beams to cary 1,000 tons	200	100	68
Number of draw-bar stops to carry 1,000 tons	800	400	272
Number of draw-timber fixtures to carry 1,000 tons	400	200	136
Number of draw-bars to 1,000 tons	200	100	68
Number of bolster and draw-springs to 1,000 tons	600	300	204
Number of journal bearings to 1,000 tons	800	400	272
Number of journal boxes to 1,000 tons	800	400	272
Number of axles	400	200	136
Number of wheels	800	400	272
Weight of tracks	450 tons.	250 tons.	175 tons.

The committee submits a series of questions to the master car builders of the various roads, of which the following is the answer in at least three-quarters of the replies: That the difference between the cars of the capacity of twenty tons and ten tons, so far as wear and breakage of wheels, is very little; that greater weight is required in wheels, but not much; that the extra wear of journals is slight, if any; that there are no more hot boxes nor is better oil required; that the repairs to cars generally are no greater; that there is no more tendency to deflection in car bodies; that cars from thirty-four to forty feet in length can be run as safely as shorter. About one-half think the carrying capacity could be increased from twenty to thirty tons with economy, and that the size of journals and weight of wheels should be increased over the master car builder standard. The others seem to regard the twenty ton car a success, and think it unwise to

attempt to enlarge the capacity beyond that point. They were unanimous in the opinion that 1,000 tons of freight could be hauled with greater economy in twenty than ten ton cars.

The committee concluded that freight can be carried in thirty ton cars with as much safety and greater economy than in cars of less capacity, and recommend the building of a few cars as an experiment of thirty tons capacity, increasing the weight of wheels to five hundred and seventy-five pounds, and use the master car builders' standard axle, or a larger size.

The conclusions of a majority of the men who have devoted the most time and thought to this subject are valuable, interesting, and if correct, will go to form another factor in cheap transportation. The limit of weight in this case is probably a little more than five tons to the wheel. This is considerably less than the weight of the locomotives generally and successfully introduced on most of the roads. The general use of cars carrying thirty tons would be a reduction in the carriage of every thousand tons of paying freight, of the haulage of five hundred and eighty-eight tons of dead weight, or nearly sixty per cent over the ten ton car, and one hundred and thirty-eight tons or twenty-five per cent over the twenty ton car. The extra power required to haul the dead weight of the car has always been one of the heaviest burdens imposed on products that must be moved by rail. The effect of strong winds on a long train, particularly in a prairie country, has also seriously decreased the moving capacity of a given power. A thirty ton car would probably be as little affected by this as a ten ton car, and the percentage of its moving capacity would be correspondingly increased. The low grades, the steel rail, and the minimum percentage of dead to paying weight are three important factors in cheap transportation.

CONGRESSIONAL REGULATIONS.

There have been many suggestions as to congressional legislation in regard to railroads, and a multiplicity of views advanced. The Hon. Charles Francis Adams, Jr., prepared a bill for the last Congress by which he proposes to establish a bureau of the Interior Department, consisting of three commissioners who should exercise a supervision over that portion of the business of railroads that passes from one State or Territory to another, but limiting the supervision to questions of commerce between the States, and the methods of operation affect-

ing it. The duty of the commissioners was to investigate all complaints of discrimination of charges, or method of rendering service as a common carrier in commerce between the States by any railway corporations, to furnish copies of their findings to the railway companies, and the parties complaining, and also to the Secretary of the Interior.

The board should endeavor to procure the data necessary for the gradual enactment of an intelligent system of national legislation regulating inter-State commerce, and was required to make an annual report to the Secretary of the Interior.

The bill varies but little in the underlying principles from the Iowa Commissioner law, which was framed mainly from the Massachusetts law, probably Mr. Adams's plan, after having studied the workings of the commissioner system in England.

To use his own words, "the policy of Great Britain adopted in 1865, "was an expectant one. The railroad system was to be left to develop "itself in its own way as a recognized monopoly, held to a strict ac-"countability as such. Whenever it should appear that it abused its "privileges and power, then the time for action would have arrived. "To better watch over it an exceptional piece of government ma-"chinery was provided in the form of a board of commissioners, whose "duties were to hear complaints of private parties and intervene in "cases of difficulty between the companies themselves."

THE REAGAN BILL.

Mr. Reagan introduced a bill in Congress on December 19, 1881, which made it unlawful for the railway companies to charge or receive any greater or less amount of compensation from one person than another for like and contemporaneous service; that all charges must be reasonable; that all services shall be performed alike for all parties; that no rebates or drawbacks should be allowed; that pooling freights on different and competing roads, or any contract or agreement between them as to rates, should be unlawful; that schedules of rates, containing the classification, the stations, and the charges for hauling, storing, and handling, shall always be kept posted; that no schedule shall be changed until copies of the new schedule shall have been posted at least five days; and it shall be unlawful for any company to charge or receive either more or less than the schedule rates; that it shall be unlawful to charge more for a shorter than a longer distance

in one continuous carriage. That for a violation of this act, the corporation shall pay to the party damaged by greater charges, three times the amount of damage sustained, which in no case shall be assessed at less than five hundred dollars; and for each offense in addition, a penalty of one thousand dollars shall be recovered by the United States, one-half of which shall go to the informer; that it shall be the duty of the United States District-Attorney to prosecute, and the action shall be in the nature of an equity procedure; and that the parties accused shall be compelled to testify against themselves, and produce books and papers for the purpose of convicting themselves. The directors, officers, and managers, or agents, are made liable if they directly or indirectly aid or abet any infraction of the act, and are to be fined not less than one thousand dollars for each offense. The bill refers to car load lots, and is confined to inter-State commerce. It makes one exception: the roads may carry for the United States at less rates than for the general public. Many other bills were introduced, but generally betrayed a total lack of information or thought upon the subject, so that it is reasonable to suppose they were gotten up for home distribution, without any expectation of their being acted upon. There is, however, one exception; Senator McDill, of Iowa, introduced a bill in the Senate which provided for a board of railroad commissioners, three in number, one of whom should be a civil engineer with practical railroad experience, one familiar with the agricultural, commercial, and manufacturing interests of the country, and one a specialist in railroad questions or of approved legal attainments. That this board shall exercise a supervision over the transportation companies, limited, however, to inter-State commerce, whenever called upon to do so by the railroad commissioners of the several States, and all discriminating charges shall be investigated if desired by the complainants at the place where the cause of complaint originated; that it is the duty of the board to collect statistics bearing on inter-State commerce, and it may require annual reports from all persons or corporations engaged in inter-State commerce; that on the first day of October of each year, the commissioners shall make a report of their doings to the President of the United States, embodying such facts, statistics, and data, as are deemed important for the proper regulation of inter-State commerce; that the commissioners, in all cases of complaint of a violation of law, or the failure to perform the duties of a common carrier of inter-State commerce, shall give notice of their find-

ings to the parties interested and report the same to the President with recommendations in relation thereto; that every unjust discrimination against persons or places, that all extortions, that all concessions of rates or drawbacks, and all devices whereby one shipper or locality is given an undue advantage over another, are declared to be against public policy, and it is specially the duty of the commissioners to investigate such cases and report them fully in their annual report.

The bill introduced by Mr. Reagan met the combined hostility of the entire railroad interests of the country. It was contended that this bill prevented any discriminations, whether just or unjust; that the entire transportation business, to be a success, must be discriminatory in its character,—high rates were charged on valuable goods largely in excess of the cost of transportation and insurance, in order that more bulky and less valuable property could be moved at low rates. It was contended that the railroads were now carrying the products of the country cheaper than any form of railway transportation known; that the tendency of the bill would be to destroy the elasticity of the system; that the rates under the provisions of the bill must necessarily be increased. It was claimed that the pooling of earnings forbidden by the bill was beneficial rather than detrimental to the public interests, the pool being defined as "an agreement among "them for each to accept as its share of the competitive business at a "moderately remunerative rate common to all, what shall be judged "to be its just proportion by an umpire or board selected by them all "to make such apportionment."

If every business interest is better served by reasonable uniform and steady rates than by those subject to constant and often extreme fluctuations, if every market is accessible to the shipper and variation of rates to different points due only to natural or acquired advantages, then their reasoning is correct, and any law prohibiting pooling works a hardship on the railway and the shipper. The railway companies object to being held strictly to posted rates; they claim that it is absolutely necessary to vary their rates at times to meet circumstances that constantly arise; that no one can be injured by change of rates if all parties under similar circumstances are treated alike.

Mr. Depew, in an argument before a railway committee of the New York legislature, gives the following illustration: They quarry the stone and manufacture cement at Roundout, a station on the line of the New York Central & Hudson River road. A large contract is to

be let at Indianapolis; at Louisville, within one hundred miles of Indianapolis, they manufacture cement as cheaply as at Roundout; the Roundout manufacturer can only compete for this contract by getting rates to Indianapolis as low as the Louisville manufacturer does. The New York Central and connecting lines, by carrying the freight at less than cost, enable him to get the contract; an important industry is kept going and sustained by this and like concessions; a large population is kept employed; the railroad company gets its pay by charges for supplying this community with what they eat, drink, and wear. His road does the same for the iron-smelter; it carries ore to his furnace for less than cost; a village is built up and a population brought together that pays back to the railroad for supplies and otherwise, largely more than the loss on the transportation of the ore. If every article must be carried below cost, because the iron and cement were, then the cement man and the iron man must either abandon their business or reduce its proportions to paying rates. The railway company and the locality, he claims, are both benefited by this low rate, and no one injured thereby, unless it may be the Louisville man, who has no business relations with the road.

If the manufacturing interests of Iowa are developed to any great degree it must be by the extension to them of special rates, and the only way in which the Iowa manufacturer can succeed is by special rates, to enable him to meet his competitors on equal terms. If the oat-meal manufacturers of central Iowa, as they have done recently, can place their goods in London and Glasgow for fifty cents per one hundred pounds, they can compete with the Scotchman on his own ground and in his own product; otherwise the oats must be fed to stock at home in the place of cheaper food. The railways get their support from the communities and interests they help to build up, and no other industry suffers if under similar circumstances all are treated alike.

For a violation of the law heavy penalties are enacted, one feature of which is peculiarly distasteful to fair minded men, that is the provision that one-half the penalty, which shall in no case be less than one thousand dollars, goes to the informer; that congressional legislation should, in cold blood, set the spy and the informer to destroying the prospering industries of the country, is to us monstrous. This character at his best estate is detestable, and if in the prosecution of criminals he is sometimes necessary, it is no reason why he should

be injected into, and made an instrument to rob the industrious. If parties are injured by the violation of law by these corporations, it is proper that their losses should be repaid, and that in addition they should be paid their reasonable expenses incurred in obtaining their rights; beyond this they have no legitimate claim, and any attempt to give them more is a more serious offense against justice than in charging them a higher rate for railway service than some one else. We regard punitive damages in this character of cases as injurious, and an exercise of arbitrary power utterly at variance with the principles of commercial legislation.

The exception to the ironclad law that railways may carry for the United States cheaper than for anyone else, is a striking proof that the underlying idea of perfect equality in all things should be sometimes varied. Why the government that makes the law should offer itself as the only exception to its provisions may be a subject of profitable study.

The bill offered by Senator McDill, like that of Mr. Adams, provides for a board of railroad commissioners. These two gentlemen have both served some time as railroad commissioners, and have educated themselves upon this subject with the same surroundings; both have spent years studying the subject from a philosophical standpoint, and with an eye to the best interests of their respective States and the general good of the country, have sought to fasten upon the transportation companies only such restraints as would benefit the public without injuring the service; that they have done this intelligently no one will question.

Senator McDill makes the commission an independent body and requires reports to be made to the President direct. Mr. Adams makes the commission a bureau of the Interior Department, and requires reports to be made to the Secretary. We think Senator McDill's bill is better, as the subject is too important to be made subsidiary to any of the departments. Senator McDill defines what shall be unlawful in the way of unjust discrimination, extortion, special rates, devices whereby one shipper receives an unjust advantage over another, and declares them to be against public policy. Mr. Adams leaves the determination of these matters to the commissioners. They both evidently contemplate a commission of high character as to its *personnel* and leave much to be developed in its workings. Both contemplate that this board shall collect the data from which an intelligent system of National legislation regulating inter-State railroad commerce shall be evolved.

DOMESTIC EXPORTS.

Mr. Nimmo says that the value of the domestic exports of the United States for the year ending June 30, 1871, was $442,820,178; for the year ending June 30, 1881, was $902,319,473, or an increase of $459,499,295; that this increase is chiefly in the products of the Western and Northwestern States, a large proportion of which was transported to the sea-board by railroad, and he credits much of this increase to the reduction of rates from the Mississippi and Missouri rivers to the ocean. He says they were reduced from 1.77 cents per ton per mile in 1873 to 1.07 cents per ton per mile in 1881, a decrease of thirty-nine and one-half per cent.

No stronger argument could be presented to show that inter-State commerce flourishes best with the fewest restrictions possible, and it must be admitted that the West has been enriched by its freedom.

FREE CANALS IN NEW YORK.

This Board learns with great satisfaction that the amendment to the Constitution of the State of New York was passed at the November election by more than two hundred thousand majority. The effect of this is to free the canals from tolls and maintain them at the expense of the State. This course was probably necessary to hold the supremacy of the port of New York and prevent the grain of the West from seeking an outlet for Europe at New Orleans or other ocean ports.

We regard this as a great and permanent gain for the Western States, and a constant and reliable avenue for cheap transportation. The canal will always act as a regulator of rates from Chicago to New York, and will never furnish less facilities than it does now. It may in the future be so enlarged that the lake vessels will carry their cargoes to New York instead of making the transfer at Buffalo.

The influence the improvement of transportation facilities in one section of the country has upon another, is aptly illustrated by the abolition of tolls on the State canals of New York. The improvement of the Welland Canal and the deepening of the mouth of the Mississippi River naturally induced New York to look to her commerce. Cheapening of carriage over a part of the route to the sea-board will decrease the price paid to the producer, and the farther improvement of the Mississippi and tributaries will have a tendency to reduce far-

ther the cost of transportation, not only over that commercial highway, but over all competing routes to the sea-board.

POOLS.

During the summer past the Northwestern, the Chicago, Rock Island & Pacific, and the Chicago, Burlington & Quincy railroads meeting at Des Moines, disagreed concerning the distribution of freight, and a war of rates followed continuing till October, disturbing business for one hundred miles wherever Des Moines merchants competed with others within that distance.

The Chicago, Milwaukee & St. Paul, the Chicago, St. Paul, Minneapolis & Omaha, the Chicago, Rock Island & Pacific, the Burlington, Cedar Rapids & Northern, the Minneapolis & St. Louis, and the Illinois Central railroads operating in Iowa, are now cutting rates wherever they come into competition, disarranging business entirely throughout the State.

There is something startling in the reflection that the business of the whole Northwest should be deranged by misunderstandings between railroad men relative to their share of freight and passengers at given points, and the several deleterious results that attend and follow a war of rates are far reaching in their consequences. Weak railroads, built as competing lines are wrecked, and the investment lost to the owners. Merchants are ruined or paralyzed, when competitors can get goods for as much lower freights as more than equal customary profits. Non-competing points must make good the loss endured at the points where the cut rates carry freight and passengers for less than cost. Every station within competitive distance pays higher rates and suffers in consequence. Producers are charged too much at non-competing points, and the profits of their business unjustly curtailed, or entirely appropriated. Uncertainty prevails regarding future enterprise. Dissatisfaction ensues, and a sense of wrong results. There is no practical remedy under any existing law for any of the abuses mentioned. If a railroad cannot stand out against a stronger one it must succumb, and be eventually incorporated with some stronger line, thereby lessening the number who control our transportation systems. It is difficult to lay down a rule that would prevent unjust discrimination at every point, and difficult to fix a minimum rate, as the volume of business at any given point enables the carrier best to gauge the rate, but the burden of proof should rest on the car-

rier to show why car load lots going eastward from stations in Iowa should pay as much as lots from stations farther west. We have half the railroads of the world. Our railroads are fast developing every State and Territory. The evils incident are trivial in a general sense compared with the good consequent upon commercial development by rail. The community, however, is made up of the individuals composing it, and neither passion, prejudice, power, nor pelf, in him who controls a railroad, should be permitted to destroy the estate or prosperity of the individual, as cutting of rates during the past season and at present is doing in Iowa. The first requirement in transportation is a fair rate, and the next a steady rate. Our people are slow to complain of a high rate if it is unvarying, but when one town in the midst of an hundred gets unusually low rates, in consequence of cutting or pooling that the others cannot have, derangement follows that affects every business relation of the whole, and discontent ensues that reaches every relation in life. There is urgent need of a power commensurate with the jurisdiction of through railroads, that can interfere to settle differences between railroads, to prevent a railroad being wrecked, to prevent a town being unjustly discriminated against, and to whom an individual may go for justice be he the poorest citizen of the republic.

The strongest barrier in the way of instituting a power by the federal government able to deal with a railroad, or system of railroads, is the apprehension in the minds of railroad men that such a power would go too far. No power yet called into being has gone too far. Congress and State legislatures have created courts that are found competent, but too slow, and too expensive, for practical relief. The States have created commissions that are not likely to go so far that public opinion will not bring them back, but are gradually collecting facts for general information, and establishing precedents that will grow into codes of authority governing State commerce. State commissioners can establish no precedent that fails to meet the approbation of intelligent men in railroading and out of it. A federal commission need give no more apprehension to inter-State commerce, than a State commission gives to State commerce. It is to be hoped that it would gradually stop the practices prejudicial to commerce, that will be stopped, either this way or by methods more heroic.

The producer is often forgotten in fixing rates; nobody represents him; satisfaction may be general while he is unheard and overlooked;

unrest and dissatisfaction may be prevalent, while other classes are accommodated.

The most prominent complaints regarding rates are from non-competing points that suffer in competition with points where pool rates on one or more sides are lower. Farmers selling or buying at such points feel the discrimination more than the merchant, and the Commission in determining cases will be induced to regard the rates fixed at the competing points as *prima facie* fair and reasonable for like amounts of Iowa freight.

If the losses consequent upon the wars of rates that have prevailed in Iowa during the past season were equalized, and reductions in transportation of freight and passengers as much lower as the loss will make general incomes, increased travel would result, and encouragement given to the industries of the State that create freightage for the railroads. The Commission therefore are justified in recommending lower rates for freight and passengers uniformly distributed.

Iowa products that aggregate in the hands of individuals, like butter and meats, and in some instances live stock, and other products, command low through rates. The manufacturer, to be enabled to compete with more favorably located rivals, with regard to material and markets, has rates commensurate with his requirements. The wholesale dealer in the State, to be able to compete with his more formidable Eastern rival, requires rates, and gets them. The theory of the carrier is to ignore to some extent time and distance in overcoming the comparative disabilities of the growing industries of the State. Representatives of those industries have a hearing, can press their claims with detailed statements of facts. Heavy shipments are controlled by individuals who are acquainted with railroad men, who associate with them in public and private life, and who bring to bear the combined influences, knowledge of the situation and the advantages of association. There are classes in Iowa that possess none of these influences: that is the producer, the small shipper, and country merchant, and it is the especial duty of the Railroad Commission to see that they are not unjustly discriminated against.

Iowa railroads have about one thousand stations. Freight trains stop at each of them every day to gather the products of the State bound for markets abroad. It is very rare that reasons exist for giving one shipper lower rates for car load lots than can be had by all shippers. It is very rare that reasons exist for charging as much for

a given distance as for a longer distance. When unjust discrimination exists regarding shippers, or distance, it is nearly always at the expense of the carriers, and always makes resentment in the minds of those who are denied like favors.

Publicity of all that concerns the corporation will do more to correct abuses through enlightened public opinion than will speculative statute. We believe it due to the public, that when corporations are created to conduct undertakings too extensive for private enterprise, it should be made the duty of public officials to keep close watch over all their operations, making public full details of their growth, so that remedy may be suggested for abuse, the mysteries removed, and suspicion allayed in the public mind where no cause exists for it.

TERRITORIAL ASSIGNMENT.

The settlement of the war of rates that has been prevalent during this fall among the railroads on the theory that certain territory must be sacred to the uses of one or more companies and that no other shall build a competing line, is wrong, unwise, and alarming. If railroad building has arrived at a point where sections of the country must be left to the caprice of one railroad directory, very prompt measures should be adopted.

Public moderation has been asked while the railroad systems were being perfected; large freedom has been given while facts were being collected upon which to base judicious action. Annoying discrimination has been tolerated while development progressed. While different systems opened the way to different markets, the hope was lively that competition would gradually lower cost of carriage and industrial development justify lower rates to market. But when the element of territorial division arbitrarily stops the competition looked for, legislative interference should at once determine what rates are fair to the producer in such territory. Competition by water, competition of capital, competition of enterprise, are all negatived when territory is assigned exclusively to one combination. The arrangements by pooling and distributing have been understood as temporary, pending the coming of new factors into the transportation problem, and the encouragement given new manufacturing enterprises at general expense has been conceded pending the infancy of new industries; but, if assignment is made of territory to certain corporations, with agreed prohibition of competitive extension, the case is made and issue joined

it is then incumbent on the States and nation to determine the rights of all parties interested, so that producers, dealers, and consumers may be as well assured of their future as carriers.

The extension of new corporations into our State has resulted in competition in many articles, and at many points. Development of certain products, and increase in their value, has commanded lower rates. Year by year the products that commanded lower rates to the Eastern markets have increased in number, and the extension of railroads has multiplied the points where competition obtained. While this development continues, considerable flexibility in charges can be endured, because the carrier is adjusting himself to new relations and the producer is adjusting himself to the new world of commerce with which the railroad is bringing him into contact. Experiment goes on where the world has provided no common law, and social development very regularly follows commercial enterprise. When assignment of territory intervenes, the will of the carrier regarding rates takes the place of rates suggested by the circumstances that attend growth and change and the new factors they introduce, and at that juncture the will of the government should protect the producer, shipper, merchant, and consumer.

The fullest freedom compatible with safety should be allowed during growth; when growth stops, habits should be settled.

DEVELOPMENT.

The development of our State, through better farming, manufacturing, mining, wholesaling, and commerce by rail that is the handmaid of these diversified industries, presents the transportation problem in a different view from that shown when agriculture in its less profitable shape was the principal party interested. Ten years ago the producer needed a low rate for bulky cheap articles. He was in debt at harvest, and compelled to market promptly. Stock-raising has superseded grain-raising to a great extent, and a railroad car carries to market much more value than it did a decade ago.

The perfection and extension of the dairy has solved the transportation problem to him who keeps the cow. Manufacturing cities are springing up and are vitally interested in fair uniform rates on incoming material and outgoing product. Competing cities engaged in manufacturing and wholesaling suffer more now from the inability of carriers to arrange uniform rates than any class in Iowa suffers from

excessive rates. Farmers in eastern and central Iowa can wait for markets, such is their financial independence generally, but the merchant, the manufacturer, and wholesaler cannot stop business for a day without serious inconvenience and loss.

A small per cent of the complaints made to this Board are from farmers concerning rates, and those that complain are generally aggrieved concerning bulky cheap products. It appears then that as the State grows and exports from it change from low-priced to high-priced, a different class becomes vitally interested in transportation. It is the duty of this Board to get fair usage for the most modest citizen, but it is pleasant to notice as the citizen changes his business from an exporter of corn to an exporter of butter, meat, or wool, he helps himself as far as transportation is concerned.

No pool, or division of business, or agreement of rates, however sacred, is strong enough to prevent the owner of one hundred head of cattle from getting a special rate on some road his stock can travel to, but a city is fixed as the railroad that waits upon it is fixed. Its merchants are at its mercy and its manufacturers and wholesalers must have as low rates as their competitors in neighboring towns or their business suffers. The self-interest of railroad men generally protects the business man in town, but, during the past season very great differences in rates to towns in this State equidistant from Chicago, have caused loss, inconvenience, and lively apprehension. This state of affairs regarding the business men of our cities is the most interesting and important feature of the transportation question, as it affects Iowa people at present. The condensation of raw material into more valuable products places the manufacturer between the farmer and transporter, and it is vital to the prosperity of the State that he have a uniform rate as well as a fair rate, and, also, that his rate corresponds with that of his competitor in neighboring towns. Iowa merchants have gone to Eastern distributing and wholesaling points heretofore for goods to supply the retail trade. Within a few years several enterprising cities in our State have been building up wholesaling establishments. They buy direct from Eastern factories, and in many instances buy from manufacturers in Iowa, thus perfecting our society and industries, and retaining all the profits of such business within the State. When transportation charges from Eastern importing cities and manufacturing towns vary considerably to competing towns in Iowa, the difference often exceeds the profits of the merchant

and entails loss or ruin. Want of ability to prevent the above mentioned conditions relative to manufacturing and wholesaling, seems quite as evident as disposition to disturb commercial harmony. These evils are mostly beyond State jurisdiction and call loudly for remedy or prevention. The railroad freight agent who has studied the details of his office so as to become an expert in his line of business, with dividends to the stockholders and harmony with competitors as his aim in life, may not comprehend the wants of the producer as progression in the departments of the farm requires more extensive and more minute consideration. Nor can he be expected to add a thorough knowledge of diversified industry in a rapidly developing country to the knowledge of his peculiar vocation, the most exacting on earth. He fears interference, and uses his influence to prevent it. He is in charge of the most potent agent that serves the civilization of the century, and doubts the consequences of unskilled meddling. He staggers often under the weight of growing responsibility and demonstrates that in the wise conservation of varied interests, varied experience should be consulted, and when the industries of a State are affected by misunderstandings between carriers, and the State is helpless to protect its citizens, and can neither prevent discrimination nor preserve harmony, the Nation should supply the lacking power.

PETER A. DEY,
A. R. ANDERSON,
JAMES WILSON,
Commissioners.

Attest:
E. G. MORGAN, *Secretary.*

COMPILATION

OF

RAILROAD RETURNS.

TABLE I.

CAPITAL STOCK.

RAILROADS.	Miles.	Paid in.	Per mile.	Issued.	Common.	Preferred.	Amount held in Iowa.	No. of stockholders.	No. of stockholders in Iowa.
Burlington, Cedar Rapids & Northern	632.46	$ 5,500,000.00	$ 8,696.20	$ 5,500,000.00	$ 5,500,000.00	$	$	725	..
Chicago, Burlington & Kansas City	142.00	...	..	...	...	...	...	...	..
Central Iowa	237.60	5,820,000.00	20,236.44	5,820,000.00	3,750,000.00	2,070,000.00	235,900.00	1,376	7
Chicago, Burlington & Quincy	3,522.75	63,256,096.51	17,956.00	63,256,096.51	63,256,096.51	...	...	5,500	....
Kansas City, St. Jo. & Council Bluffs	310.99	5,735,656.71	18,354.10	5,735,656.71	5,735,656.71	...	68,775.00	5,732	75
Chicago, Milwaukee & St. Paul	4,248.92	35,509,744.00	8,357.00	35,509,744.00	20,404,261.00	15,105,483.00	16,200.00	1,020	6
Chicago & Northwestern	2,823.46	60,211,650.53	21,325.48	60,211,650.53	38,000,805.97	22,210,844.56	1,300.00	1,495	4
Chicago, Iowa & Nebraska	81.84	3,916,200.00	47,851.90	3,916,200.00	3,916,200.00	...	241,400.00	445	8
Cedar Rapids & Missouri River	274.01	7,620,000.00	27,809.20	7,620,000.00	6,850,400.00	769,600.00	105,300.00	545	28
Des Moines & Minneapolis	57.34	906,300.00	15,805.72	906,300.00	906,300.00	...	400.00	13	4
Maple River	72.91	658,000.00	8,122.34	658,000.00	658,000.00	...	158,600.00	136	7
Chicago, Rock Island & Pacific	1,117.19	41,960,000.00	37,182.10	41,960,000.00	41,960,000.00	...	153,200.00	2,143	20
Keokuk & Des Moines	162.20	4,125,000.00	25,431.50	4,125,000.00	2,600,400.00	1,524,600.00	...	...	...
Chicago, St. Paul, Minneapolis & Omaha	1,001.97	29,333,166.66	29,275.49	29,333,166.66	18,573,233.33	10,759,933.33	...	1,269	...
Crooked Creek	8.50	71,500.00	8,411.76	71,500.00	71,500.00	...	71,500.00	5	2
Des Moines & Ft. Dodge	82.70	3,758,280.00	45,444.74	3,758,280.00	3,000,000.00	758,280.00	16,050.00	62	3
Dubuque & Dakota	63.20	568,600.00	8,996.84	568,600.00	158,600.00	410,000.00	529,100.00	23	12
Illinois Central—									
Cedar Falls & Minnesota	75.58	1,586,500.00	20,991.00	1,586,500.00	1,586,500.00	...	...	90	....
Dubuque & Sioux City	142.89	5,000,194.45	35,039.90	5,000,194.45	4,999,950.63	243.82	30,200.00	394	7
Iowa Falls & Sioux City	183.69	4,625,000.00	25,170.12	4,625,000.00	4,625,000.00	...	59,500.00	364	13
Minneapolis & St. Louis	350.50	9,588,700.00	27,396.00	9,588,700.00	5,588,700.00	4,000,000.00	...	197	....
Sioux City & Pacific	107.42	2,068,400.00	19,255.26	2,068,400.00	1,899,400.00	169,000.00	33,500.00	85	12
St. Louis, Keokuk & Northwestern	183.00	3,420,000.00	18,688.52	3,420,000.00	2,070,000.00	1,350,000.00	...	83	....
Wabash, St. Louis & Pacific	2,491.20	49,959,700.00	20,054.17	49,959,700.00	26,926,500.00	23,033,200.00	...	...	....
NARROW GAUGE ROADS.									
Burlington & Northwestern	38.37	143,316.41	4,364.08	143,316.41	143,316.41	...	143,316.41	420	420
Des Moines, Osceola & Southern	40.00	201,500.00	5,000.00	201,500.00	201,500.00	...	201,500.00	19	15
Ft. Madison & Northwestern	41.00	315,100.00	7,683.00	315,100.00	315,100.00	...	206,500.00	86	66
Cedar Rapids & Marion	5.00	60,000.00	12,000.00	60,000.00	60,000.00	...	60,000.00	25	25
Total	18,548.69	345,918,605.27	18,649.22	345,918,605.27	263,757,420.56	82,161,184.71	2,096,341.41	22,252	734

TABLE II.

DEBT.

RAILROADS.	Miles.	Funded debt.	Unfunded debt.	Total debt.	Debt per mile.	Stock and debt.	Stock and debt per mile.
Burlington, Cedar Rapids & Northern	632.46	$ 9,059,000.00	$ 255,617.07	$ 9,314,617.07	$ 15,628.55	$ 14,814,617.07	$ 24,856.74
Chicago, Burlington & Kansas City	142.00	4,300,000.00	293,305.77	4,593,305.77	32,304.97	4,593,305.77	32,304.97
Central Iowa	287.60	5,739,000.00	.....	5,739,000.00	19,954.79	11,559,000.00	40,191.23
Chicago, Burlington & Quincy	3,522.75	59,860,750.00	.....	59,860,750.00	16,990.00	121,116,846.51	34,946.00
Kansas City, St. Jo. & Council Bluffs	310.99	5,777,174.51	.....	5,777,174.51	18,486.95	11,512,831.22	36,841.05
Chicago, Milwaukee & St. Paul	4,248.92	83,643,000.00	1,593,846.60	85,236,846.60	20,061.00	120,746,590.60	28,418.00
Chicago & Northwestern	2,823.46	64,943,000.00	4,620,306.63	69,563,306.63	24,396.94	129,774,957.16	45,722.42
Chicago, Iowa & Nebraska	81.84	328,500.00	49,724.26	378,224.26	4,621.51	4,294,424.26	52,473.41
Cedar Rapids & Missouri River	274.01	3,614,000.00	100,534.78	3,714,534.78	13,556.20	11,334,534.78	41,365.40
Des Moines & Minneapolis	57.34	600,000.00	7,805.00	607,805.00	10,600.02	1,514,105.00	26,405.74
Maple River	72.91	521,500.00	82,320.39	603,820.39	8,281.72	1,261,820.39	16,404.06
Chicago, Rock Island & Pacific	1,117.19	17,500,000.00	.....	17,500,000.00	15,507.31	59,460,000.00	52,689.41
Keokuk & Des Moines	162.20	2,750,000.00	.....	2,750,000.00	16,954.50	6,875,000.00	42,386.00
Chicago, St. Paul, Minneapolis & Omaha	1,001.97	19,546,675.00	.....	19,546,675.00	19,508.24	48,879,841.66	48,783.73
Crooked Creek	8.50	.....	24,098.18	24,098.18	2,835.08	95,598.18	11,246.84
Des Moines & Ft. Dodge	82.70	2,334,000.00	104,800.00	2,438,800.00	29,489.72	6,197,080.00	74,934.46
Dubuque & Dakota	63.20	630,000.00	.....	630,000.00	9,968.51	1,198,000.00	18,965.35
Illinois Central—							
Cedar Falls & Minnesota	75.58	1,587,000.00	.....	1,587,000.00	20,997.62	3,173,500.00	41,988.62
Dubuque & Sioux City	142.89	872,000.00	.....	872,000.00	6,110.72	5,872,194.45	41,150.62
Iowa Falls & Sioux City	183.69	2,947,500.00	144,474.82	3,091,974.82	16,832.57	7,716,974.82	42,002.69
Minneapolis & St. Louis	350.50	5,789,000.00	1,752,501.75	7,541,501.75	21,514.99	17,130,201.75	48,873.61
Sioux City & Pacific	107.42	3,256,320.00	2,386,787.21	5,643,107.21	52,533.11	7,711,507.21	71,788.37
St. Louis, Keokuk & Northwestern	183.00	3,180,000.00	218,393.87	3,398,393.87	18,570.46	6,818,393.87	37,258.98
Wabash, St. Louis & Pacific	2,491.20	69,353,758.27	5,726,570.35	75,080,328.62	30,130.20	125,040,028.62	50,184.67
NARROW GAUGE ROADS.							
Burlington & Northwestern	38.37	220,000.00	6,700.00	226,700.00	5,908.26	370,016.41	9,643.37
Des Moines, Osceola & Southern	40.00	280,000.00	.....	280,000.00	7,000.00	481,500.00	12,000.00
Ft. Madison & Northwestern	41.00	150,000.00	78,363.55	228,363.55	5,570.00	543,463.55	13,253.00
Cedar Rapids & Marion	5.00	.....	.....	.....	.....	60,000.00	12,000.00
Total	18,548.69	368,782,177.78	17,446,150.23	386,228,328.01	20,822.40	732,146,933.28	39,471.62

TABLE III.

COMPARATIVE TABLE OF CAPITAL STOCK FOR THE YEARS ENDING JUNE 30, 1878, 1879, 1880, 1881, AND 1882.

RAILROADS.	1878.	1879.	1880.	1881.	1882.
Burlirgton, Cedar Rapids & Northern	$ 5,500,000.00	$ 5,500,000.00	5,500,000.00	5,500,000.00	$ 5,500,000.00
Chicago, Burlington & Kansas City	1,793,700.00	1,793,700.00	1,793,000.00	.....	.....
Central Iowa	5,071,055.00	5,071,055.00	150,000.00	4,824,800.00	5,820,000.00
Chicago, Burlington & Quincy	27,729,916.51	30,992,956.57	52,203,076.51	55,692,093.51	63,256,096.51
Kansas City, St. Jo. & Council Bluffs	2,789,413.66	2,789,413.66	2,796,356.71	3,205,355.71	5,735,656.71
Chicago, Milwaukee & St. Paul	38,524,448.50	40,280,748.50	36,499,934.00	28,354,744.00	35,509,744.00
Chicago & Northwestern	36,933,650 53	36,933,650.53	36,967,100.53	58,568,150.53	60,211,650 53
Chicago, Iowa & Nebraska	3,916,200.00	3,916,200.00	3,916,200.00	3,916,200.00	3,916,200.00
Cedar Rapids & Missouri River	7,620,000.00	7,620,000.00	7,620,000.00	7,620,000.00	7,620,000.00
Des Moines & Minneapolis	165,190.29	166,500.00	303,900.00	459,207.20	906,300.00
Maple River	658,000.00	658,000.00	658,000.00	658,000.00	658,000.00
Chicago, Rock Island & Pacific	29,435,200.00	30,235,200.00	46,085,000.00	41,960,000.00	41,960,000.00
Keokuk & Des Moines	.....	.....	.....	4,125,000.00	4,125,000.00
Chicago, St. Paul, Minneapolis & Omhaa	2,800,000.00	2,800,000.00	9,200,000.00	12,560,000.00	29,333,166.66
Crooked Creek	71,500.00	66,000.00	71 500.00	71,500.00	71,500.00
Des Moines & Ft. Dodge	4,000,000.00	1,843,100.00	1,843,100.00	3,758,280.00	3,758,280.00
Dubuque & Dakota	.....	.....	565,000.00	566,000.00	568,600.00
Illinois Central	.....	.....	.....	.....	.....
Cedar Fall & Minnesota	1,586,500.00	1,586,500.00	1,586,500.00	1,586,500.00	1,586,500.00
Dubuque & Sioux City	4,999,950 62	4,999,950 62	5,000,000.00	4,999,300.00	5,000,194.45
Iowa Falls & Sioux City	4,625,000.00	4,625,000 00	4,625,000.00	4,625,000.00	4,625,000.00
Minneapolis & St Louis	.....	7,800.00	2,120,200.00	.....	9,583,700.00
Sioux City & Pacific	2,068,400.00	2,068,400.00	2,068,400.00	2,068,400.00	2 068,400.00
St. Louis, Keokuk & Northwestern	.....	.....	.....	.....	3,420 000.00
Wabash, St. Louis & Pacific	1,460,075.00	1,460,075.00	42,448,700.00	43,651,800.00	49,959,700.00
NARROW GAUGE ROADS.					
Burlington & Northwestern	135,442.43	138,025.89	139,986.46	143,143.91	143,316.41
Des Moines, Osceola & Southern	.....	.....	.....	.....	201 500.00
Des Moines & Northwestern	.....	17,100.00	242,400.00	242,400 00	.....
Ft. Madison & Northwestern	.....	.....	40,000.00	40,000.00	315 100.00
Cedar Rapids & Marion	.....	.....	.....	18,000.00	60,000.00
Total	183,488,642.54	185,614,375.77	264,482,954.21	288,713,878 86	345,918,605.27

TABLE IV.

COMPARATIVE TABLE OF DEBT FOR THE YEARS ENDING JUNE 30, 1878, 1879. 1880, 1881, AND 1882.

RAILROADS.	1878.	1879.	1880.	1881.	1882.	Rate of interest on indebtedness.
Burlington, Cedar Rapids & Northern	$ 6,797,382.10	$ 6,500,000.00	$ 7,274,413.54	$ 8,464,387.18	$ 9,314,617.07	5, 6, 7
Chicago, Burlington & Kansas City	3,683,000.00	3,688,000.00	3,697,653.00	.....	4 593.305.77	4
Central Iowa	4,905,644.99	4,892,000.00	3,806,200.00	3,700,000.00	5,739,000.00	6, 7, 10
Chicago, Burlington & Quincy	26,634,825.00	26,753,725.00	29,073,625.00	50,852,225.00	59,860.750.00	4, 5, 6, 7, 8
Kansas City, St. Jo. & Council Bluffs	7,509,128.72	8,072,715.93	7.489,474.51	8.307,474.51	5 777,174.51	6, 7
Chicago, Milwaukee & St. Paul	36,048,383.99	38,491,230.26	49,960,021.12	74,615,000.00	85 236,846.00	5, 6, 7, 7.3, 8
Chicago & Northwestern	34,641,914.26	34,647,044.05	41,862,246,29	63,071.736.18	69 563,306.63	5, 6, 7, 8
Chicago, Iowa & Nebraska	727,000.00	676,900.00	635,258.81	470 665.97	378 224 26	5, 7
Cedar Rapids & Missouri River	3,831,241.32	3,781.632.90	3,708,262.56	3,742 840.79	3,714,534.78	7
Des Moines & Minneapolis	329,902.33	390,718.75	455,925.32	406 000.00	607 805.00	7
Maple River	503,087.50	552,706.88	612,924.10	590.941.60	603 820 39	6, 7
Chicago, Rock Island & Pacific	18.093,274.98	17,750,000.00	17,750,000.00	17 500,000.00	17,500,000.00	6, 7
Keokuk & Des Moines	.....	.....	.....	2.750 000.00	2,750,000.00	5
Chicago, St. Paul, Minneapolis & Omaha	2,866,500.00	2,634,240.00	5,695,428.17	7.070 811.96	19,546.675.00	6, 7, 8, 10
Crooked Creek	.....	40,000.00	20,000.00	20,000.00	24 098.18	6
Des Moines & Ft. Dodge	2,178,000.00	2,210,700.00	2,210,750.00	2,350 000.00	2,438 800.00	5, 6
Dubuque & Dakota	.....	.....	593,588.50	685,234.59	630,000.00	6
Illinois Central	.....	.....	.....	.....	.....	.....
Cedar Falls & Minnesota	1,506,500.00	1,506.500.00	1,478,000.00	1,587 000.00	1 587,000 00	7
Dubuque & Sioux City	882,000.00	882,000.00	882,000.00	881 500.00	872 000 00	7
Iowa Falls & Sioux City	2,952,294.56	3,051,904.56	3,090,697.82	3,090,857.32	3.091 874.82	7
Minneapolis & St. Louis	.....	86,000.00	2,000,818.49	.....	7,541 501.75	6, 7
Sioux City & Pacific	4,405,679.77	4,505,818.09	3,586,077.05	5,057,384.31	5,643 107.21	6
St. Louis, Keokuk & Northwestern	.....	.....	.....	.....	3,398 393.87	6
Wabash, St. Louis & Pacific	1,800,000.00	1,800,000.00	41,539,561.73	52.171,558.82	75,080,328.62	7
NARROW GAUGE ROADS.						
Burlington & Northwestern	60,000,00	66,000.00	220,000.00	220,000.00	226,700.00	7, 8
Des Moines, Osceola & Southern	.....	.....	.....	.....	280,000.00	7, 8
Ft. Madison & Northwestern	.....	.....	.....	.....	228,363.55	7
Total	160,360,759.52	162,979,836.42	228.551,426.01	307,585,618.03	386,228,328.01	

TABLE V.

COST.

RAILROADS.	Miles.	Road.	Road per mile.	Equipment.	Equipment per mile.	Total for road and equipment.	Total per mile.	Proportion for Iowa.
Burlington, Cedar Rapids & Northern	632.46	$ 12,077,326.63	$ 19,095.80	$ 1,702,908.34	$ 2,692.51	$ 13,780,234.97	$ 21,788.31	$ 13,506,355.92
Chicago, Burlington & Kansas City	142.00	.....	.....	.....	.....	4,513,969.57	31,788.45	2,479,499.10
Central Iowa	287.60	.....	.....	.....	.....	11,539,568.77	40,122.98	11,539,568.77
Chicago, Burlington & Quincy	3,522.75	71,464,631.10	20,289.00	15,844,460.64	4,496.00	87,309,091.74	24,785.00	19,831,544.25
Kansas City, St. Jo. & Council Bluffs	310.99	10,664,569.04	34,126.62	1,353,034.01	4,329.71	12,017,603.65	38,456.33	2,223,256.67
Chicago, Milwaukee & St. Paul	4,248.92	.....	.....	.....	.....	126,578,564.62	29,790.76	38,296,570.84
Chicago & Northwestern	2,823.46	.....	.....	.....	.....	131,961,264.89	46,737.43	19,956,415.24
Chicago, Iowa & Nebraska	81.84	4,662,572.29	56,971.80	.....	.....	4,662,572.29	56,971.80	4,662,572.29
Cedar Rapids & Missouri River	274.01	11,459,491.59	41,821.44	.....	.....	11,459,491.59	41,821.44	11,459,491.59
Des Moines & Minneapolis	57.34	.....	.....	.....	.....	1,418,850.25	24,744.51	1,418,850.25
Maple River	72.91	1,165,352.17	15,382.48	.....	.....	1,165,352.17	15,382.48	1,165,352.17
Chicago, Rock Island & Pacific	1,117.19	50,404,108.83	45,116.86	7,015,777.08	5,082.35	57,419,885.91	51,396.70	39,630,653.98
Chicago, St. Paul, Minneapolis & Omaha	1,001.97	.....	.....	.....	.....	44,051,512.99	43,964.90	3,379,142.21
Crooked Creek	8.50	.....	.....	.....	.....	71,500.00	8,411.76	71,500.00
Des Moines & Ft. Dodge	82.70	.....	.....	.....	.....	6,092,280.00	73,667.23	6,092,280.00
Dubuque & Dakota	63.20	1,202,873.00	19,032.80	34,894.35	552.12	1,237,767.35	19,584.92	1,237,767.35
Illinois Central—								
Cedar Falls & Minnesota	75.58	3,173,500.00	41,988.62	.....	.....	3,173,500.00	41,988.62	3,173,500.00
Dubuque & Sioux City	142.89	5,880,800.00	41,210.93	.....	.....	5,880,800.00	41,210.93	5,880,800.00
Iowa Falls & Sioux City	183.69	7,585,000.00	41,292.40	.....	.....	7,585,000.00	41,292.40	7,585,000.00
Minneapolis & St. Louis	350.50	14,462,626.43	41,262.84	2,088,404.10	5,958.35	16,551,030.53	50,902.00	6,535,567.22
Sioux City & Pacific	107.42	.....	.....	.....	.....	5,426,659.18	50,518.15	2,063,497.38
St. Louis, Keokuk & Northwestern	183.00	6,622,315.50	36,875.17	36,000.00	196.72	6,658,315.50	37,071.89	1,853,594.50
Wabash, St. Louis & Pacific	2,491.20	.....	.....	.....	.....	107,974,382.35	43,342.31	9,343,267.36
NARROW GAUGE ROADS.								
Burlington & Northwestern	38.37	330,724.77	8,619.77	61,783.84	1,181.32	392,508.61	9,801.09	392,508.61
Des Moines, Osceola & Southern	40.00	214,000.00	5,350.00	66,000.00	1,650.00	280,000.00	7,000.00	280,000.00
Ft. Madison & Northwestern	41.00	.....	.....	.....	.....	480,000.00	12,000.00	480,000.00
Cedar Rapids & Marion	5.00	.....	.....	.....	.....	40,769.11	8,153.82	40,769.11
Total	18,386.49	201,369,891.35	.....	28,203,262.96	.....	669,722,467.04	36,413.81	215,979,324.81

TABLE VI.

EARNINGS.

RAILROADS.	PASSENGER DEPARTMENT.					FREIGHT DEPARTMENT.		Miscellaneous earnings.	Total earnings.	Proportion for Iowa.	Earnings per mile of road operated.
	Passengers.	Express, etc.	Mails.	Total.	Per train mile.	Freight.	Per train mile.				
Burlington, C. R. & Northern...	$ 533,715.90	$ 20,300.33	$ 33,919.19	$ 587,935.42	.9751	$1,961,269.92	1.3545	$ 4,200.00	$ 2,553,405.34	$ 2,499,552.48	$ 4,284.23
Chicago, Bur. & Kansas City....	61,142.19	6,523.24	8,833.65	76,499.08	.....	171,148.79	....	.....	247,647.87	160,081.74	1,368.22
Central Iowa.....	244,304.25	12,062.75	15,962.45	272,329.45	1.256	850,031.05	1.66	48,520.19	1,170,880.69	1,170,880.69	3,834.97
Chicago, Burlington & Quincy ..	1,310,932.93	67,250.45	106,911.69	1,515,095.07	1.4883	4,653,471.45	1.5389	57,995.66	6,226,562.18	6,226,562.18	7,721.82
Kan. City, St. J. & C. Bluffs ..	514,748.88	21,212.89	30,592.05	566,553.82	1.10	1,162,583.77	2.18	74,369.35	1,803,506.94	249,227.63	5,533.24
Chicago, Milwaukee & St. Paul..	4,719,636.19	541,730.40	412,266.95	5,673,633.54	1.44	13,102,184.64	1.71	268,071.99	19,043,890.17	3,236,862.94	4,663.64
Chicago & Northwestern	5,256,810.20	365,002.04	411,805.19	6,033,617.43	1.7913	17,195,225.80	2.1105	192,888.77	23,421,732.00	5,789,431.57	7,559.58
Chicago, Rock Island & Pacific..	2,933,097.00	275,760.74	218,823.98	3,428,281.72	1.62	9,128,341.64	1.72	376,059.09	12,932,682.45	7,759,609.47	9,096.23
Chicago, St. P., Minn. & Omaha.	1,189,734.91	73,824.01	67,116.63	1,330,675.55	1.5497	3,236,377.00	1.5950	.....	4,567,052.55	293,968.08	4,545.14
Crooked Creek.....	577.95	.....	363.37	941.32	....	9,884.87	1.054	.....	10,826.19	10,826.19	1,273.67
Des Moines & Ft. Dodge	105,762.41	4,760.04	5,336.40	115,858.85	1.41	302,039.10	2.55	.....	417,897.95	417,897.95	4,743.45
Dubuque & Dakota.....	14,736.32	525.81	810.21	16,072.34	.....	63,945.44	1.57	2,440.79	82,458.57	82,458.57	1,304.57
Illinois Central.....	588,840.91	21,962.78	33,778.56	644,582.25	1.74	1,314,234.55	1.47	19,757.42	1,978,574.22	1,978,574.22	4,870.74
Minneapolis & St. Louis.....	261,626.46	10,824.13	23,144.62	295,595.21	1.1136	1,158,283.27	1.3103	.....	1,453,878.48	347,404.25	4,148.01
Sioux City & Pacific	223,281.96	12,949.41	16,269.90	252,501.27	1.1975	490,933.34	1.9395	10,641.60	754,076.21	340,332.93	2,372.23
St. Louis, Keokuk & Northw'n..	119,340.89	6,812.10	16,510.45	142,663.44	.....	207,744.33	.....	4,762.53	355,170.30	98,593.72	1,924.63
Wabash, St. Louis & Pacific.....	3,619,238.38	420,168.35	318,766.72	4,358,113.45	.944	11,286,258.00	1.354	.....	15,644,371.45	1,267,108.76	4,606.71
NARROW GAUGE ROADS.											
Burlington & Northwestern	15,327.38	826.05	1,539.00	17,692.43	.....	42,928.27	.7604	.....	60,620.70	60,620.70	1,159.09
Ft. Madison & Northwestern....	2,424.36	193.38	470.25	3,087.99	.31	17,087.43	1.71	.....	20,175.42	20,175.42	1,260.96
Cedar Rapids & Marion	13,736.54	.....	60.00	13,796.54	.....	.....	.....	.....	13,796.54	13,796.54	2,759.31
Total	21,759,616.01	1,862,688.90	1,723,221.26	25,345,526.17	1.36	66,353,972.66	1.69	1,059,707.39	92,759,206.22	32,023,966.03	5,606.66

TABLE VII.

OPERATING EXPENSES.

RAILROADS.	Miles operated.	Maintenance of way.	Motive power and cars.	Conducting transportation.	General expenses.	Total.	Per mile of road.	Per train mile.	Proportion for Iowa.
Burlington, Cedar Rapids & Northern	596.00	$ 638,721.09	$ 269,976.48	$ 676,783.91	$ 153,795.01	$1,739,276.49	$ 2,918.25	.8480	$1,603,191.91
Chicago, Burlington & Kansas City	181.00	137,310.59	24,295.40	84,291.29	20,097.70	265,994.98	1,469.58	.....	171,941.46
Central Iowa	292.06	261,927.28	105,459.79	261,362.05	109,371.57	738 120.69	2 522.07	1.012	738,120.69
Chicago, Burlington & Quincy	800.14	1,046,889 75	810,280.87	1 523.784.24	781,300.98	4,162,255.84	5,201 89	.99	4,162,255.84
Kansas City, St. Jo. & Council Bluffs	312.50	433,416.17	165,369 94	463 391.81	181,616.59	1,243 794.51	3 980.14	1.19	230,102.02
Chicago, Milwaukee & St. Paul	4,026.00	2,405,925.43	1,136,908.12	5,388 663.47	1,670,044.09	10,601,541.11	2,633.27	.91	2,274,893.02
Chicago & Northwestern	3,072.77	3,510,867.59	1,828,587.46	6,199 990.49	1,141 058.00	12,6[illegible]0,503.54	4,126.73	1.0621	3,270,684.07
Chicago, Rock Island & Pacific	1,380.42	2 107,085.85	1,108,211 35	3,410,387.26	982,619.24	7,608 303.70	5,511.27	1.02	4,528,499.63
Chicago, St. Paul, Minneapolis & Omaha	1,004.82	429,463 97	486,662 59	1,533,069 20	397,617.04	2,846,752.80	2,833.10	.9858	285,746.46
Crooked Creek	8.50	3,321.25	433.85	4,722.05	1,999.60	10,476.75	1,232.56	1.0203	10,476.75
Des Moines & Ft. Dodge	88.10	74,361 74	56,726.49	84 414.57	41,212.56	256,715.36	2,913.88	1.28	256,715.36
Dubuque & Dakota	63.20	15,637.00	2 734.55	20,318.41	8,935.30	47,625 26	753.57	.8959	47,625 26
Illinois Central	402.10	277,586.71	136,223.64	461,763.88	168.045.12	1,043,619.35	2,593.04	.82	1,043,619.35
Minneapolis & St. Louis	350.50	206.100.11	174,658.69	664,096.31	130,551.09	1,175,406.20	3,353.51	.7446	458,745.98
Sioux City & Pacific	313.39	247.321.00	71,162.10	243,367.46	154,507.99	716,358.55	2,285.83	1.5439	270,780.61
St. Louis, Keokuk & Northwestern	183.00	183,500.53	47 457.67	154 298 93	32,926 97	418,184.10	2 285.16	.....	116,086.08
Wabash, St. Louis & Pacific	3,396.00	4,361,513.36	1,468,446.88	5,432,111.78	1,897,782.64	13,159,854.66	3,895.10	1.025	981,217.92
NARROW-GAUGE ROADS.									
Burlington & Northwestern	52.30	9,226.84	6,978.75	18,527.86	6,822.85	41,556.30	794.57	.5212	41,556.30
Ft. Madison & Northwestern	16.00	2,136.40	953.26	3,421.08	1,802.60	8,313.34	519.58	.83	8,313.34
Cedar Rapids & Marion	5.00	2,358.09	1,276.18	5,890.12	2,296.61	11,821.00	2,384.20	.....	11,821.00
Total	16,544.46	16,354,670.75	7,902,804.06	26,634,596.17	7,884,403.55	58,776,474.53	3,552.64	.75	20,512,393.05

TABLE VIII.

SUBDIVISION OF EXPENSES IN OPERATING ROADS.

RAILROADS.	General superintendence.	Legal expenses.	Insurance.	Stationery, blanks, tickets, etc.	Advertising and foreign agencies.	Miscellaneous and contingent.	Total taxes paid.	Repairs of roadway and track.	Repairs and renewals of bridges and culverts.	Repairs and renewals of buildings.	Repairs and renewals of fences, road-crossings, etc.
Burlington, Cedar Rapids & Northern	$ 49,225.52	$ 6,742.74	$ 3,675.00	$ 13,267.45	$ 21,998.74	$ 11,896.39	$ 47,489.17	$ 273,699.67	$ 66,688.26	$ 45,546.02	$ 27,891.69
Chicago, Burlington & Kansas City	14,372.64	471.37	162.94	.....	.....	23.00	5,067.75	96,223.73	29,306.29	6,207.59	5,573.98
Central Iowa	27,127.39	8,618.32	2,413.16	8,646.29	4,900.12	36,127.83	21,538.46	90,359.85	31,306.41	28,591.13	4,797.02
Chicago, Burlington & Quincy	219,662.06	24,405.15	3,369.99	31,357.53	60,202.08	334,023.39	126,378.50	823,862.17	115,026.04	73,668.48	34,333.06
Kansas City, St. Jo. & Council Bluffs	60,957.04	.....	.....	16,559.30	11,136.16	23,295.67	36,000.00	214,098.77	42,857.90	29,121.30	23,690.95
Chicago Milwaukee & St. Paul	313,238.93	57,606.70	46,096.58	371,052.56	141,286.40	232,901.01	507,861.91	*1,930,738.37	182,594.65	221,374.79	71,222.62
Chicago & Northwestern	148,036.86	63,927.57	765.00	107,285.74	175,078.18	110,243.92	535,700.33	1,569,704.70	444,683.48	492,036.54	126,270.51
Chicago, Rock Island & Pacific	189,452.65	38,939.63	.....	58,867.09	275,225.86	91,251.11	831,852.91	970,011.71	253,230.14	251,233.18	51,880.64
Chicago, St. Paul, Minneapolis & Omaha	131,733.83	11,447.01	9,174.76	31,742.76	17,367.08	44,989.61	151,162.04	223,058.63	87,902.86	37,204.35	16,694.60
Crooked Creek	1,390.00	75.00	.....	33.40	.....	.....	598.20	1,160.25	145.00	40.00	.....
Des Moines & Ft. Dodge	16,746.84	1,563.44	156.48	3,391.17	357.77	10,649.98	8,346.88	48,493.96	6,029.88	7,400.46	224.98
Dubuque & Dakota	3,620.15	25.80	.....	460.20	98.50	.....	4,730.65	13,106.92	1,946.07	575.61	8.40
Illinois Central	52,335.74	15,347.28	4,625.07	.....	10,575.75	24,537.12	60,624.16	142,199.59	20,237.12	14,213.46	21,872.74
Minneapolis & St Louis	51,904.48	7,502.60	10,106.51	437.40	13,179.77	12,378.99	35,041.31	182,842.02	15,605.31	6,764.40	888.88
Sioux City & Pacific	28,693.09	1,554.58	3,632.33	6,647.66	4,6[illegible]6.15	73,9[illegible]3.84	35,390.34	111,095.55	21,714.16	15,598.98	1,907.83
St. Louis, Keokuk & Northwestern	16,897.42	1,379.82	456.68	3,405.30	.....	688.71	10,099.04	149,045.01	24,011.02	5,421.57	4,422.93
Wabash, St. Louis & Pacific	667,397.34	82,698.43	19,873.92	151,673.56	239,314.59	534,876.21	201,948.59	1,542,551.05	705,157.11	276,539.11	60,496.75
NARROW GAUGE ROADS.											
Burlington & Northwestern	2,899.14	260.00	93.75	633.58	.....	1,258.02	1,371.36	9,012.47	5.19	209.18	.....
Ft. Madison & Northwestern	1,050.0[illegible]	.....	.....	122.66	17.16	85.74	527.04	2,136.40	.....	.....	.....
Cedar Rapids & Marion	1,451.12	545.00	154.25	41.25	.....	104.99	.....	2,297.68	13.50	46.91	.....
Total	1,995,112.24	323,140.83	104,756.45	805,627.95	975,354.26	1,542,815.53	2,121,728.64	8,397,128.50	2,108,489.29	1,514,796.01	452,177.03

* Includes renewal of rails and ties.

TABLE VIII—CONTINUED.

RAILROADS.	Renewal of rails.	Renewal of ties.	Repairs of locomotives.	Repairs of passenger and baggage cars.	Repairs of freight cars.	Passenger train supplies.	Freight train supplies.	Station supplies.	Fuel for locomotives.	Oil, waste, etc.	Water supply.
Burlington, Cedar Rapids & Northern	$ 162,964.51	$ 61,930.94	$ 115,858.31	$ 28,324.67	$ 125,793.50	$ 10,257.45	$ 13,889.53	$ 10,059.99	$ 173,860.80	$ 23,010.00	$ 4,621.55
Chicago, Burlington & Kansas City	.....	.....	12,471.59	.....	11,823.81	.....	.....	.....	.....	.....	4,037.90
Central Iowa	52,024.29	54,848.58	40,290.71	10,595.97	54,573.11	1,068.08	1,602.12	8,010.50	65,745.91	9,824.30	2,648.68
Chicago, Burlington & Quincy	.....	.....	346,100.15	104,000.00	360,180.72	.....	.....	.....	.....	.....	46,086.97
Kansas City, St. Jo. & C. Bluffs	73,084.54	50,529.71	57,566.05	35,763.91	72,039.98	1,080.00	.....	.....	72,480.72	5,926.30	10,949.76
Chicago, Milwaukee & St. Paul	.....	.....	560,284.16	.....	576,623.36	.....	.....	.....	1,564,532.90	216,277.96	.....
Chicago & Northwestern	585,361.99	292,810.37	828,160.59	292,523.43	707,903.44	37,621.48	22,021.51	68,386.41	1,608,603.02	192,409.65	78,999.82
Chicago, Rock Island & Pacific	325,533.48	252,166.75	397,013.45	108,268.18	602,929.72	22,417.59	41,616.67	91,314.49	693,418.08	53,275.81	61,263.78
Chicago, St. Paul, Minneapolis & O	.....	64,603.53	203,095.13	71,802.24	211,765.22	12,004.25	9,675.42	35,043.54	556,041.44	9,565.79	19,388.51
Crooked Creek	.....	1,176.00	433.85	.....	.....	.....	145.00	15.00	880.70	184.95	420.00
Des Moines & Ft. Dodge	1,589.96	10,622.55	29,148.66	8,595.99	18,981.84	405.69	529.26	1,295.10	15,876.74	3,717.22	2,386.44
Dubuque & Dakota	.....	.....	1,294.59	192.07	1,247.89	.....	.....	.....	6,181.21	495.98	85.00
Illinois Central	29,113.58	49,950.32	54,659.46	27,417.02	54,156.16	8,661.31	11,057.19	10,204.47	115,645.04	5,734.19	11,701.74
Minneapolis & St. Louis	.....	.....	76,952.21	.....	97,706.48	.....	.....	.....	194,984.56	14,219.82	10,706.73
Sioux City & Pacific	43,303.24	53,701.24	33,721.45	13,973.16	23,467.49	3,627.35	1,899.33	5,975.94	80,998.55	5,212.03	2,067.45
St. Louis, Keokuk & Northwestern	.....	.....	15,360.52	12,964.37	19,132.78	.....	.....	.....	.....	.....	3,922.02
Wabash, St. Louis & Pacific	1,229,206.99	487,562.35	650,521.65	216,500.33	601,425.90	66,932.38	94,624.07	79,611.71	1,010,821.69	164,109.19	108,602.75
NARROW GAUGE ROADS.											
Burlington & Northwestern	.....	.....	2,206.11	.....	4,772.64	.....	.....	.....	4,770.08	882.93	578.77
Ft. Madison & Northwestern	.....	.....	632.14	.....	.....	40.80	96.55	34.35	553.42	134.46	.....
Cedar Rapids & Marion	.....	.....	1,276.18	.....	.....	.....	.....	.....	2,167.87	273.37	42.25
Total	2,502,182.58	1,379,902.34	3,427,037.96	930,921.34	3,544,524.64	163,496.38	197,156.65	309,951.50	6,167,565.76	705,253.95	368,510.12

TABLE VIII—CONTINUED.

RAILROADS.	Locomotive service, salaries, and wages.	Passenger train service, salaries, and wages.	Freight train service, salaries, and wages.	Agents and station service, salaries, and wages.	Telegraph expenses.	Passenger car hire paid over amount received.	Freight car hire paid over amount received.	Rent of track.	Loss and damage to freight and baggage.	Loss and damage to property and cattle, including loss by fire.	Injury to persons.
Burlington, Cedar Rapids & Northern	$ 141,027.92	$ 24,357.63	$ 103,772.53	$ 91,817.08	$ 21,894.76	$ 4,743.51	$ 5,349.02	$ 14,895.85	$ 3,948.78	$ 26,510.82	$ 17,682.54
Chicago, Burlington & Kansas City	34,499.25	.....	15,591.99	14,256.45	1,490.02	.....	6,605.78	12,000.00	1,037.29	7,187.91	184.70
Central Iowa	63,553.09	11,612.82	41,190.87	31,593.49	12,914.96	81.04	.....	10,093.20	1,997.72	2,865.57	6,652.72
Chicago, Burlington & Quincy	613,025.02	66,000.00	300,035.09	279,476.60	100,256.39	.....	.....	.....	15,294 83	.....	85,511.67
Kansas City, St. Jo. & Council Bluffs	79,895.73	.....	69,756.84	156,697.48	12,224.92	.....	28,807.08	33,668.42	3,138.30	17,571.77	4,862.91
Chicago, Milwaukee & St. Paul	1,091,806.04	817,938.61	.....	1,461,988.54	.....	.....	.....	.....	43,820.97	60,605.54	131,692.91
Chicago & Northwestern	1,199,846.68	219,048.80	548,118.95	1,746,494.19	225,613.93	9,343.03	43,872.56	1,523,520.43	72,027.30	28,729.48	98,853.68
Chicago, Rock Island & Pacific	647,735.58	207,777.67	289,230.02	848,243.17	117,916.20	4,106.67	168,182.04	452,910.66	59,392.15	41,815.80	62,681.54
Chicago, St. Paul, Minneapolis & Omaha	262,029.04	60,467.26	125,092.09	295,814.29	51,668.53	4,588.87	26,205.01	28,655.44	20,343.09	27,470.25	17,578.82
Crooked Creek	1,252.00	.....	831.50	850.00	24.50	.....	76.50	.....	.....	41.85	.....
Des Moines & Ft. Dodge	18,585.39	3,381.68	9,454.05	20,126.41	484.50	.....	2,413.34	5,971.80	639.15	3,037.23	2,082.37
Dubuque & Dakota	3,781.25	207.00	2,694.23	5,861.19	66.63	.....	.....	529.20	49.97	366.75	.....
Illinois Central	88,621.76	24,710.71	50,240.21	87,315.63	17,178.60	.....	11,491.75	773,652.35	5,047.00	10,454.96	4,299.32
Minneapolis & St. Louis	118,292.95	.....	98,837.22	159,505.25	23,981.65	.....	11,291.98	.....	10,751.73	12,696.86	8,827.56
Sioux City & Pacific	44,737.42	10,399.35	26,751.53	36,690.43	8,128.61	1,297.23	.....	72,783.48	1,327.18	6,717.21	7,537.85
St. Louis, Keokuk & Northwestern	62,544.51	.....	29,084.60	38,633.49	5,935.07	.....	4,608.45	8,045.11	818.40	7,872.24	880.15
Wabash, St. Louis & Pacific	1,154,238.26	281,878.96	643,129.44	1,137,248.26	273,488.45	36,864.25	99,702.86	1,092,657.95	78,329.52	135,116.25	67,413.74
NARROW GAUGE ROADS.											
Burlington & Northwestern	3,805.62	.....	3,460.75	3,930.06	370.31	.....	.....	4,645.84	109.84	619.50	.....
Ft. Madison & Northwestern	1,260.00	320.00	320.00	630.00	.....	.....	.....	.....	.....	31.50	.....
Cedar Rapids & Marion	3,330.50	.....	.....	.....	.....	.....	.....	.....	.....	76.13	.....
Total	5,633,868.01	1,728,100.49	2,357,591.91	6,418,002.01	873,738.03	61,024.60	408,006.37	4,034,029.73	318,073.22	389,787.62	516,742.48

TABLE IX.

OPERATING EXPENSES COMPARED WITH EARNINGS.

RAILROADS.	OPERATING EXPENSES.				EARNINGS.			DIFFERENCE.				
	Miles.	Total.	Per mile of road.	Per train mile.	Total.	Per mile of road.	Per train mile.	Earnings above expenses.	Expenses above earnings.	Percentage of expenses to earnings.	Percentage of net earnings to capital stock and debt.	Percentage of net earnings to cost of road and equipment.
Burlington, Cedar Rapids & Northern	596.00	$ 1,739,276.49	$ 2,918.25	.8480	$ 2,553,405.34	$ 4,284.23	1.2429	$ 814,128.85	$.....	67.11	2.70	2.90
Chicago, Burlington & Kansas City	181 00	265,994.98	1,469.58	..	247,647.87	1,368.22	.....	.....	18,347.11	107.19	....	.....
Central Iowa	292 66	738,120.69	2,522.07	1.012	1,170,880.69	3,834.97	1.539	432,760.00	.....	63.01	3.80	.....
Chicago, Burlington & Quincy	800.14	4,162,255.84	5,201.89	.99	6,226,562.18	7,721.82	1 48	2,064,306.34	.....	66.84	.....	.....
Kansas City, St. Jo. & Council Bluffs	312.50	1,243,791.51	3,980.14	1.19	1,803,506.94	5,533.24	1 66	559,712.43	.....	68.90	1.29	1.24
Chicago, Milwaukee & St. Paul	4,026.00	10,601,541.11	2,633.27	.91	19,043,890.17	4,663.64	1.61	8,442,349.06	.....	56.00	7.20	7.00
Chicago & Northwestern	3,072.77	12,680,503.54	4,126.73	1.0621	23,421,732.00	7,659.58	1.9456	10,741,228.46	.....	54.10	8.58	8.14
Chicago, Rock Island & Pacific	1,380.42	7,608,303.70	5,511.27	1 02	12,932,682.45	9,096.23	1.69	5,324,378.75	.....	58 80	6.60	6.90
Chicago, St. Paul, Minneapolis & Omaha	1,004.82	2,846,752.80	2,833.10	9858	4,567,052.55	4,545.14	1.5815	1,720,299.75	.....	62.33	3.43	3.81
Crooked Creek	8.50	10,476.75	1,232.56	1.0203	10,826.19	1,273.67	1.054	349.44	.....	96.00	..	.....
Des Moines & Ft. Dodge	88.10	256,715.36	2,913.88	1.28	417,897.95	4,743.45	2.086	161,182.59	.....	58.50	2.90	2.98
Dubuque & Dakota	63.20	47,625.26	753.57	.8959	82,458.57	1,304.57	1.570	34,833.31	.....	57.75	.....	.....
Illinois Central	402.16	1,043,619.35	2,595.04	.82	1,978,574.22	4,870.74	1.54	934,954.87	.....	53.00	.....	.....
Minneapolis & St. Louis	350.50	1,175,406.20	3,353.51	.7446	1,453,878.48	4,148.01	1.266	278,472.28	.....	80.82	.....	.....
Sioux City & Pacific	313.39	716,358.55	2,285.83	1.5439	754,076.21	2,372.23	1.6023	37,717.66	.....	95.00	.49	.70
St. Louis, Keokuk & Northwestern	183.00	418,184.10	2,285.16	.....	355,170.30	1,924.63	.....	.....	63,013.80	117.74	.....	.....
Wabash, St. Louis & Pacific	3,396.00	13,159,854.66	3,895.10	1.025	15,644,371.45	4,606.71	1.2180	2,484,516.79	.....	82.30	2.24	2.60
NARROW GAUGE ROADS.												
Burlington & Northwestern	52.30	41,556.30	794.57	.5212	60,620.70	1,159.09	.7604	19,064.40	.....	68.55	.....	.....
Ft. Madison & Northwestern	16.00	8,313.34	519.58	.83	20,175.42	1,260.96	2.02	11,862.08	.....	41.00	2.20	1.90
Cedar Rapids & Marion	5.00	11,821.00	2,364.20	.....	13,796.54	2,759.31	.....	1,975.54	.....	.....	.....	.....
Total	16,544.46	58,776,474.53	3,552.64	.75	92,759,206.22	5,606.66	1.60	34,064,092.60	81,360.91	.63	4.64	5.06

TABLE X.

OPERATING EXPENSES, INTEREST, AND RENTAL COMPARED WITH INCOME.

RAILROADS.	Miles.	Total revenue.	Total operating expenses.	INTEREST AND RENTAL. Paid.	INTEREST AND RENTAL. Unpaid.	Total operating expenses, interest, and rental.	Excess of revenue over operating expenses, interest, and rental.	Excess of operating expenses, interest, and rental, over revenue.	FOR IOWA. Excess of revenue over operating expenses, interest, and rental.	FOR IOWA. Excess of operating expenses, interest, and rental over revenue.	Taxes paid in Iowa.
Burlington, Cedar Rapids & N.	596.00	$2,590,045.14	$ 1,739,276.49	$ 451,065.48	$.....	$2,190,331.97	$ 399,713.17	$.....	$ 399,713.17	$.....	$ 46,479.04
Chicago, Burlington & Kansas C.	181.00	248,135.10	265,094.90	12,000.00	189,598.34	467,593.32	.....	219,457.22	.....	142,647.18	3,733.69
Central Iowa	292.66	1,172,057.39	738,120.69	284,963.20	.....	1,023,083.89	149,573.50	.....	149,573.50	.....	21,538.46
Chicago, Burlington & Quincy	800.14	6,226,562.18	4,162,255.84	344,720.95	.....	4,506,976.79	1,719,585.39	.....	1,719,585.39	.....	125,378.50
Kansas City, St. Jo & Council B.	312.50	1,803,506.94	1,243,794.51	410,194.16	.....	1,653,988.67	149,518.27	.....	32,107.74	.....	6,705.07
Chicago, Milwaukee & St. Paul	4,026.00	19,340,865.28	*10,658,897.32	4,597,707.14	.....	15,256,604.46	4,084,260.82	.....	961,169.91	.....	94,166.23
Chicago & Northwestern	3,072.77	23,421,732.00	12,680,503.54	5,629,325.66	.....	18,309,829.20	5,111,902.80	.....	2,091,757.50	.....	128,914.01
Chicago, Rock Island & Pacific	1,380.42	13,602,682.45	7,608,303.70	1,402,910.66	.....	9,011,214.36	4,591,468.09	.....	2,617,126.76	.....	162,629.16
Chicago, St. Paul, Minneapolis & O.	1,004.82	5,471,589.41	2,846,752.80	947,397.89	.....	3,794,150.69	1,677,438.72	.....	251,625.80	.....	7,740.38
Crooked Creek	8.50	14,427.69	10,476.75	1,650.00	.....	12,126.75	2,300.94	.....	2,300.94	.....	598.20
Des Moines & Ft. Dodge	88.10	438,452.71	256,715.36	137,591.80	.....	394,307.16	44,145.55	.....	44,145.55	.....	8,346.88
Dubuque & Dakota	63.20	82,458.57	47,625.26	37,800.00	.....	85,425.26	.....	2,966.69	.....	2,966.69	4,730.65
Illinois Central	402.16	1,978,574.22	1,043,619.35	773,652.25	.....	1,817,271.70	161,302.52	.....	161,302.52	.....	60,624.16
Minneapolis & St. Louis	350.50	1,453,878.48	1,175,406.20	489,219.76	.....	1,664,625.96	.....	210,747.48	.....	64,299.00	6,110.54
Sioux City & Pacific	313.39	763,714.00	716,358.55	144,059.79	164,599.20	1,025,017.54	.....	261,303.54	.....	99,295.35	10,482.64
St. Louis, Keokuk & Northwestern	183.00	355,170.30	418,184.10	.....	198,845.11	617,029.21	.....	261,858.91	.....	73,320.24	1,107.09
Wabash, St. Louis & Pacific	3,396.00	15,972,163.18	13,159,854.66	5,596,925.14	.....	18,756,779.80	.....	2,784,616.64	.....	194,923.16	13,230.60
NARROW GAUGE ROADS.											
Burlington & Northwestern	52.30	61,526.51	41,556.30	20,006.29	.....	61,562.59	.....	36.08	.....	36.08	1,371.36
Ft. Madison & Northwestern	16.00	20,175.42	8,313.34	10,500.00	.....	18,813.34	1,362.08	.....	1,362.08	.....	527.04
Cedar Rapids & Marion	5.00	13,796.54	11,821.00	369.66	.....	12,190.66	1,605.88	.....	1,605.88	.....	2,396.61
Total	16,544.46	95,032,114.49	58,833,830.74	21,292,049.93	553,042.65	80,678,923.32	18,094,177.73	3,740,986.56	8,434,176.74	577,487.70	707,660.31

* Expenses of elevators included.

TABLE XI.

INTEREST AND DIVIDENDS COMPARED WITH INCOME.

RAILROADS.	Miles operated.	Net income.	Interest on funded debt.	Interest on unfunded debt.	Dividends.	Surplus at beginning of year.	Surplus at the close of the year.	Deficit at the beginning of the year.	Deficit at the close of the year.	Amount property accounts have been increased during the year.
Burlington, Cedar Rapids & Northern	596.00	$ 850,768.65	$ 451,065.48	$.....	$.....	$ 43,210.40	$ 442,923.57	$.....	$.....	$ 138,799.37
Chicago, Burlington & Kansas City	181.00	.....	172,000.00	17,598.34	.....	.....	.....	29,858.88	219,457.22	.....
Central Iowa	292.66	428,666.80	280,870.00	.....	.....	218,478.36	366,275.16	.....	.....	39,398.60
Chicago, Burlington & Quincy	800.14	9,546,233.32	3,641,676.79	.....	4,556,854.74	.....	1,173,769.41	173,932.38	.....	2,800,231.00
Kansas City, St. Jo. & Council Bluffs	312.50	559,712.43	410,194.16	.....	.....	431,223.67	580,741.94	.....	.....	65,713.79
Chicago, Milwaukee & St. Paul	4,026.00	8,681,967.96	4,597,707.14	.....	2,210,617.08	3,958,330.28	5,831,974.02	.....	.....	18,994,992.52
Chicago & Northwestern	3,072.77	9,217,703.03	4,020,858.61	98,120.00	2,586,637.75	5,136,100.74	7,648,192.41	.....	.....	8,580,967.83
Chicago, Iowa & Nebraska	.....	469,770.89	24,107.50	1,093.61	313,296.00	566,261.48	697,535.26	.....	.....	.....
Cedar Rapids & Missouri River	.....	841,236.03	252,980.00	352.22	464,896.00	663,608.08	786,615.89	.....	.....	27,280.73
Des Moines & Minneapolis	.....	76,733.85	34,131.88	.....	.....	.....	42,601.97	.....	.....	592,621.97
Maple River	.....	90,759.01	35,735.00	3,171.09	23,688.00	84,618.76	112,783.68	.....	.....	43,814.86
Chicago, Rock Island & Pacific	1 380.42	5,541,468 09	950,000.00	.....	2,937,186.00	9,521.67	1,663,803.76	.....	.....	1,269,057.13
Chicago, St. Paul, Minneapolis & Omaha	1,004.82	2,699,131.16	1,021,692.44	.....	925,451.25	.....	654,497.73	97,489.74	.....	8,941,534.70
Crooked Creek	8.50	3,950 94	.....	1,650.00	.....	.....	.....	8,049.10	5,748.16	.....
Des Moines & Ft. Dodge	88.10	175,765.55	128,620.00	3,000.00	.....	53,166.37	97,311.92	.....	.....	50,000.00
Dubuque & Dakota	63.20	34,883.31	37,800.00	.....	.....	.....	.....	.....	2,966.69	34,894.35
Illinois Central	402.16	934,054.87	.....	*773,652.35	.....	.....	161,302.52	.....	.....	.....
Cedar Falls & Minnesota	.....	111,958.69	111,090.00	.....	.....	.....	868.69	.....	.....	.....
Dubuque & Sioux City	.....	359,901.17	61,040.00	.....	297,930.00	.....	931.17	.....	.....	.....
Iowa Falls & Sioux City	.....	1,029,659.86	206,325.00	1,271.47	277,410.00	421,684.83	966,338.22	.....	.....	.....
Minneapolis & St. Louis	350.50	278,472.28	386,930.00	102,289.76	.....	.....	.....	.....	210,747.48	1,848,058.47
Sioux City & Pacific	313.39	.....	207,259.20	†54,091.34	.....	.....	.....	1,206,664.26	1,467,967.80	29,433.03
St. Louis, Keokuk & Northwestern	183.00	.....	190,800.00	‡71,058.91	.....	.....	.....	.....	261,858.91	.....
Wabash, St. Louis & Pacific	3,396.00	1,719,650.55	3,989,775.35	514,491.84	688,860.50	554,979.61	.....	.....	2,918,497.58	1,291,614.09
NARROW GAUGE ROADS.										
Burlington & Northwestern	52.30	15,324.37	15,104.00	256.45	.....	10,780.28	10,744.20	.....	.....	10,320.88
Ft. Madison & Northwestern	16.00	11,862.08	10,500.00	.....	.....	.....	1,362.08	.....	.....	.....
Cedar Rapids & Marion	5.00	1,975.51	.....	369.66	.....	.....	1,605.88	.....	.....	.....
Total	16,544.46	43,682,465.43	21,238,202.55	1,642,470.04	15,282,827.32	12,151,964.53	21,242,179.48	1,515,994.26	5,087,243.79	44,758,733.32

* Rentals paid. † $25,128.03 is rental. ‡ Deficit on current expenses and rental.

TABLE XII.

COMPARATIVE TABLE OF EARNINGS FOR THE YEARS ENDING JUNE 30, 1880, 1881, AND 1882.

RAILROADS.	1880.				1881.				1882.			
	Miles.	Total earnings.	Per mile of road.	Per train mile.	Miles.	Total earnings.	Per mile of road.	Per train mile.	Miles.	Total earnings.	Per mile of road.	Per train mile.
Burlington, Cedar Rapids & Northern.	492.30	$ 1,863,472.38	$ 3,974.98	1.64	563.70	$ 2,068,168.23	$ 3,984.85	1.334	596.00	$ 2,553,405.34	$ 4,284.23	1.2429
Chicago, Burlington & Kansas City....	181.00	274,551.24	1,516.68	.....	181.00	267,798.70	1,475.87	1.225	181.00	247,647.87	1,368.22	.....
Central Iowa.....	220.90	903,683.61	4 090.91	1.62	230.86	938,182.29	4.063.86	1 6111	292.66	1,170,880.69	3,834.97	1.539
Chicago, Burlington & Quincy	722.05	5,911,893.28	8 058.11	1.498	745.98	6 155,085.37	7,795.40	1.53	800.14	6,226,562.18	7,721.82	1.4862
Kansas City, St. Jo. & Council Bluffs	253.88	1,725 778.25	6,876.15	1.90	312.46	1,559,825 92	4,946.36	1.466	312.50	1,803 506.94	5,533.24	1.66
Chicago, Milwaukee & St. Paul.....	3,381.77	12,077,395.92	3,571.32	1.60	3,786.17	14,757,455.41	4,235.31	1.61	4,026.00	19,043,890.17	4,663.64	1.61
Chicago & Northwestern	1,839.89	16,306,547.29	8 868.22	1.65	2,807.85	19,969,335.42	7,484.87	1.8522	3,072.77	23,421,732.00	7,559.58	1.9456
Chicago, Rock Island & Pacific.... ...	1,311.00	11,461,706.30	8,742.72	1.54	1,353.85	12,743 973.90	9,413.13	1.6340	1,380.42	12,932,682.45	9,096.23	1.69
Chicago, St. Paul, Minn. & Omaha....	433.44	876,301.88	2 021.74	1.27	629.43	1,737,320.44	2.117.10	1.40	1,004.82	4,567,052.55	4,545.14	1.5815
Crooked Creek.....	8.50	8,326.49	980.00	.....	8.50	9.669.63	1,137.60	.....	8.50	10.826.19	1,273.67	1.054
Des Moines & Ft. Dodge	87.20	265,525.33	3,045.01	1.98	87.20	345,365.00	3,959.71	2.03	88.10	417,897.95	4,743.45	2.086
Dubuque & Dakota.....	55.26	42,324.54	766.00	.....	63.20	58.286.38	925.18	.....	63.20	82,458.57	1,304.57	1.57
Illinois Central	402.16	1,628 012.28	4,048.17	1.45	402.16	1,759,646.82	4,374.00	1.4230	402.16	1,978.574.22	4,870.74	1.54
Minneapolis & St. Louis.....	396 40	600 471.27	1,514.81	1.11	.....	.....	.....	.....	350.50	1,453 878.48	4,148.01	1.266
Sioux City & Pacific	80.47	289,480.98	3,597.49	1.69	264.13	628,236.14	2,569.68	1.7662	313.39	754,076.21	2,372.23	1.6023
St. Louis, Keokuk & Northwestern....	.....	.....	.....	.....	.....	.....	.....	.....	183.00	355,170.30	1,924 63	.....
Wabash, St. Louis & Pacific..	1,772.48	16,140,121.75	5,720.81	.97	2,558.88	13,441,104.78	5,218.59	.....	3,396.00	15,644,371.45	4,606.71	1.218
NARROW GAUGE ROADS.												
Burlington & Northwestern.....	38.37	45,866.81	1,195.00	1.42	52.50	70 159.18	1,828.49	8.34	52.30	60.620.70	1,159.09	.7604
Ft. Madison & Northwestern.	12.00	6,185.31	515.44	.....	12.00	11,358.47	946.53	.....	16.00	20,175.42	1,260.96	1.71
Cedar Rapids & Marion	.....	.....	.....	.....	5.00	10 078.91	2.015.78	.....	5.00	13,796.54	2,759.31	.....
Total	11,691.39	64,433 179.53	5 491.23	.....	14,064.87	76,530,450.99	5,083.73	.....	16,544.46	92,759,206.22	5 606.66	.....

TABLE XIII.

COMPARATIVE TABLE OF OPERATING EXPENSES FOR THE YEARS ENDING JUNE 30, 1880, 1881, AND 1882.

RAILROADS.	1880.				1881.				1882.			
	Miles.	Total operating expenses.	Per mile of road.	Per train mile.	Miles.	Total operating expenses.	Per mile of road.	Per train mile.	Miles.	Total operating expenses.	Per mile of road.	Per train mile.
Burlington, Cedar Rapids & Northern	492.30	$1,184,864.30	2,427.41	1.045	563.70	$1,465,933.43	$2,760.70	.888	596.00	$1,739,276.49	$2,918.25	.848
Chicago, Burlington & Kansas City	181.00	274,271.00	1,515.29	....	181.00	274,242.72	1,514.30	1.259	181.00	265,591.98	1,469.58	....
Central Iowa	229.96	548,821.45	2,488.90	.99	230.86	800,134.49	3,465.88	1.874	292.66	738,120.69	2,522.07	1.012
Chicago, Burlington & Quincy	722.05	3,149,567.28	4,361.98	.895	745.98	3,319,912.59	4,642.15	.917	800.14	4,162,255.81	5,201.89	.99
Kansas City, St. Jo. & Council Bluffs.	253.88	1,164,883.17	4,604.28	1.28	312.46	1,101,247.42	3,492.14	.91	312.50	1,243,791.51	3,980.14	1.19
Chicago, Milwaukee & St. Paul	3,407.77	6,782,629.79	1,990.28	.92	3,785.17	9,355,786.39	2,445.63	1.030	4,026.00	10,601,541.11	2,633.27	.91
Chicago & Northwestern	1,839.87	7,306,115.55	3,970.45	.76	2,807.85	10,641,493.54	3,988.62	.987	3,072.77	12,680,503.54	4,126.73	1.062
Chicago, Rock Island & Pacific	1,311.00	6,153,200.47	4,693.51	.85	1,353.85	6,395,873.83	4,724.21	.88	1,380.42	7,608,303.70	5,511.27	1.02
Chicago, St. Paul, Minneapolis & Omaha	433.44	666,942.76	1,538.72	.93	629.43	1,384,215.25	1,762.36	1.18	1,004.82	2,846,752.80	2,833.10	.986
Crooked Creek	8.50	9,934.42	1,175.81	...	8.50	12,750.60	1,500.10	.....	8.50	10,476.75	1,232.56	1.02
Des Moines & Ft. Dodge	87.20	163,106.07	1,870.48	1.22	87.20	355,405.42	2,935.70	1.50	88.10	256,715.36	2,913.88	1.28
Dubuque & Dakota	55.26	16,573.39	300.00	....	63.20	45,238.71	715.80	....	63.20	47,625.26	753.57	.896
Illinois Central	402.16	829,032.61	2,061.40	.76	402.16	1,021,844.61	4,039.95	1.30	402.16	1,043,619.35	2,595.04	.820
Minneapolis & St. Louis	396.40	361,262.32	911.40	96	.....	.....	.....	....	350.50	1,175,406.20	3,353.51	.745
Sioux City & Pacific	80.47	179,823.89	2,234.67	1.05	264.13	494,395.19	2,022.28	1.39	313.39	716,358.55	2,285.83	1.544
St. Louis, Keokuk & Northwestern	.....	.....	.....	....	.....	.....	.....	....	183.00	418,184.10	2,285.16	....
Wabash, St. Louis & Pacific	1,772.48	6,797,928.06	3,829.62	.62	2,558.88	9,419,490.10	3,203.69	.....	3,396.00	13,159,854.66	3,895.10	1.025
NARROW GAUGE ROADS.												
Burlington & Northwestern	38.37	22,878.12	595.99	.70	52.50	39,965.81	1,041.59	6.83	52.30	41,556.30	794.57	.521
Ft. Madison & Northwestern	12.00	5,099.85	424.99	....	12.00	7,851.74	654.31	.....	16.00	8,313.34	519.58	.830
Cedar Rapids & Marion	.....	.....	.....	....	5.00	8,063.18	1,612.64	.....	5.00	11,821.00	2,384.20	....
Total	11,691.39	35,624,124.79	3,036.51	.....	14,064.87	46,043,845.22	3,346.87	....	16,514.46	53,776,474.53	3,552.64	.....

TABLE XIV.

TRACK IN IOWA—MILES.

RAILROADS.	Road owned.	Road leased.	Total.	Sidings.	Length of track computed as single track.	Steel rails.	Iron rails.	Gauge.	Double track.
Burlington, Cedar Rapids & Northern	619.89	.....	619.89	60.80	619.89	351.40	268.49	4.8½	.....
Chicago, Burlington & Kansas City	78.00	.....	78 00	3.70	78.00	16.00	62.00	4.8½	.....
Chicago, Burlington & Pacific	75.00	.....	75.00	.....	75 00	.....	75.00	4 8½	.....
Central Iowa	287.60	....	287.60	36.08	287.60	106.00	181.60	4.8½	.....
Chicago, Burlington & Quincy	724.76	.....	724.76	160.88	767.82	370 37	397.45	4.8½	43.06
Kansas City, St. Jo. & Council Bluffs	58.35	.....	58.35	8.65	58.35	42.00	16.35	4.8½	.....
Chicago, Milwaukee & St. Paul	1 285.54	.....	1,285.54	103.47	1,285.54	483.80	801.74	4.8½ / 8	.....
Chicago & Northwestern	426 99	.....	426.99	106.02	426.99	331.18	95.81	4.8½	.....
Chicago, Iowa & Nebraska	.....	81.84	81.84	.....	81.84	81.84	.....	4.8½	.....
Cedar Rapids & Missouri River	.....	274.01	274.01	.....	274.01	204.01	.....	4.8½	.....
Des Moines & Minneapolis	.....	57.34	57.34	.....	57.34	57.34	.....	4.8½	.....
Maple River	.....	72.91	72.91	.....	72.91	.....	72.91	4.8½	.....
Chicago, Rock Island & Pacific	755.40	.....	755.40	139.42	750.40	544.00	215.40	4.8½	4.00
Keokuk & Des Moines	.....	162.20	162.20	.....	162.20	52.00	110.20	4.8½	.....
Chicago, St. Paul, Minneapolis & Omaha	76.86	.....	76.86	14.84	76.86	59.42	17.44	4.8½	.....
Crooked Creek	8.50	.....	8.50	.50	8.50	.....	8.50	4.8½	.....
Des Moines & Ft. Dodge	82.70	.....	82.70	6 82	82.70	65.00	17.70	4.8½	.....
Dubuque & Dakota	63.20	.....	63 20	3.30	63.20	31.16	32.04	4.8½	.....
Illinois Central—	.....	.....	402.16	38.68	402.16	69.22	332.94	4.8½	.....
Cedar Falls & Minnesota	.....	75.58	.....	.....	.....	.....	.....	.....	.....
Dubuque & Sioux City	.....	142.89	.....	.....	.....	.....	.....	.....	.....
Iowa Falls & Sioux City	.....	183.69	.....	.....	.....	.....	.....	.....	.....
Minneapolis & St. Louis	141.00	.....	141.00	*	141.00	.....	141.00	4.8½	.....
Sioux City & Pacific	80.47	.....	80.47	10 26	80 47	.....	80.47	4.8½	.....
St. Louis, Keokuk & Northwestern	50.80	.....	50.80	3.00	50.80	2.50	48.30	4.8½	.....
Wabash, St. Louis & Pacific	208.30	.....	208.30	*	208.30	173.00	35.30	4.8½	.....
NARROW GAUGE ROADS.									
Burlington & Northwestern	38.37	.....	38.37	3.22	38.37	.....	38.37	3	.....
Burlington & Western	.....	15.91	15.91	.69	15.91	.....	15.91	3	.....
Des Moines & Northwestern	.....	87.90	87.90	*	87.90	.....	87.90	3	.....
Des Moines, Osceola & Southern	40.00	.....	40.00	.....	40.00	.....	40.00	3	.....
Ft. Madison & Northwestern	41.00	.....	41.00	.80	41.00	.....	41.00	3	.....
St. Louis, Des Moines & Northern	35.43	.....	35.43	* ...	35.43	.....	35.43	3	.....
Cedar Rapids & Marion	5.00	.....	5.00	.10	5.00	.....	5.00	4.8½	.....
Total	5,133.16	1,154.27	6,337.43	700.73	6,384.49	3,110.24	3,274.25	.....	47.06

* The officers of the road do not know the amount of sidings on their respective roads.

TABLE XV.

ROAD-BED AND TRACK.

RAILROADS.	TRACK SECTIONS.			TIES.		RAILS.					FENCING.					TELEGRAPH.		
	Number in Iowa.	Average length.	Number of men in each.	Number of new laid during year in Iowa.	Average years' ties last in track.	Tons of new iron laid during year in Iowa.	Tons of new steel laid during year in Iowa.	Miles of new rails laid during year in Iowa.	Average years' iron rails last in track.	Average years' steel rails last in track.	Miles of road fenced in Iowa.	Total cost of fences built in Iowa.	Average cost per rod.	Miles built during year.	Miles needed to fence track.	Number of stations in Iowa.	Miles owned by railroad company.	Miles owned by Western Union Telegraph Company.
Burlington, Cedar Rapids & Northern	105	6.35	5.30	162,156	5	.....	1,225	15	4	....	278	$ 88,864.00	$ 1.00	35	321	99	...	692.46
Chicago, Burlington & Kansas City	17	4.60	3	48,000	9	.....	1,401	15	11	...	22	6,000.00	.90	10	....	14	53	105.00
Central Iowa	42	6.60	5	83,101	7	.....	2,620	31	10	..	150	.....	.....	....	116	40	.	287.60
Chicago, Burlington & Quincy	....	5	4	214,107	7	.....	83,560	.....	....	9	957	306,166.00	1.00	71	334	118	728	.....
Kansas City, St. Jo. & Council Bluffs	10	5	6	12,000	8	.....	205	2	10	....	26	11,800.00	2.80	2	26	11	....	312.50
Chicago, Milwaukee & St. Paul	172	6	5.50	384,315	7	2,618	10,171	138	5	9	....	.....	.....	2	....	160	....	.....
Chicago & Northwestern	143	6.40	7	.....	....	.....	.....	.....	....	....	1,194	.....	.....	113	....	125	....	913.84
Chicago, Rock Island & Pacific	161	5.73	6	345,526	7	.....	81,680	85	7	12	1,339	.....	.....	82	98	83	....	917.60
Chicago, St. Paul, Minneapolis & Omaha	10	6.60	4	56,000	....	.....	4,548	58	...	....	18	.....	.....	18	45	12	50	50.86
Crooked Creek	1	8.50	5	2,940	....	.....	.....	.....	....	....	....	.....	.....	....	17	..	....	.....
Des Moines & Ft. Dodge	14	6.30	6	24,640	7	.....	5,148	59	12	....	5	2,250.00	1.56	....	160	15	....	88.20
Dubuque & Dakota	7	9	4	2,790	8	.....	.....	.....	..	....	5	957.60	.51	5	63	10	64	.....
Illinois Central	65	6.18	5	117,166	...	1,760	.....	26	....	....	52	.....	.....	....	....	47	....	402.16
Minneapolis & St. Louis	26	5	4	3,500	....	.....	.....	.....	....	....	17	4,624.00	.85	....	....	14	....	141.00
Sioux City & Pacific	12	6.70	7	53,285	7	1,222	.....	14	14	....	57	10,737.06	.59	30	61	11	....	107.42
St. Louis, Keokuk & Northwestern	10	4.90	3	4,885	9	.....	26	3	....	..	26	.....	.90	2	....	7	....	51.00
Wabash, St. Louis & Pacific	51	5.70	5	26,057	7	.....	.....	.....	6	....	197	.....	1.10	59	255	42	...	296.00
NARROW GAUGE ROADS.																		
Burlington & Northwestern	6	6	4	1,500	....	.....	.....	.....	....	...	2	762.32	.....	...	75	7	....	38.37
Ft. Madison & Northwestern	8	5	4	.....	....	.....	.....	.....	....	....	....	.....	.....	....	....	....	....	.....
Cedar Rapids & Marion	1	5	5	.....	...	.....	.....	.....	....	..	....	.....	.....	....	....	....	....	.....
Total	861	.....	.....	1,541,968	...	5,600	190,584	446	....	...	4,345	432,160.98	.....	429	....	815	895	4,344.01

TABLE XVI.

MILEAGE TRAFFIC.

RAILROADS.	PASSENGER TRAINS.			FREIGHT TRAINS.			Switching trains, miles run.	Construction and other trains, miles run.	Total train mileage.	Number of passengers carried.	Number of passengers carried one mile.	Average distance traveled.	Average amount paid by each passenger.	PASSENGER FARE PER MILE.			SPEED OF TRAINS IN IOWA.	
	Miles run by—	Average number of cars.	Average weight, tons.	Miles run by—	Average number of cars.	Average weight, tons.								Highest.	Lowest.	Average.	Passenger trains.	Freight trains.
Burlington, Cedar Rapids & N.	602,902	3	109	1,447,957	18	247	184,894	52,904	2,288,657	475,190	20,658,637	43.47	1.12	3.50	....	2.58	26	11
Chicago, Bur. & Kansas City..	.....	....	....	.....	....	....	.....	.....	.....	.....	.....	.....	....	....	....	....	20	10
Central Iowa	216,749	3.50	63	512,240	17.40	152	.....	73,732	802,721	272,330	7,594,158	28	.90	...	...	3.21	22	13
Chicago, Burlington & Quincy	1,017,994	5.50	175	3,023,444	18	230	.....	148,068	4,189,506	988,648	.....	.....	....	3	....	3	25	12
Kansas City, St. Jo. & C. B.	510,770	3.70	115	532,420	18.5	214	417,398	104,588	1,565,176	379,533	17,195,295	45.31	1.36	4	2	2.99	24	11
Chicago, Milwaukee & St. P...	3,934,903	5	115	7,673,546	18	198	3,450,628	1,772,722	16,831,799	3,579,103	171,003,026	47.75	1.32	....	....	2.76	20	12
Chicago & Northwestern.....	3,791,427	5.23	135	8,147,324	24.02	264	3,899,736	1,542,638	17,381,125	6,861,687	209,195,786	27.85	.70	4	.50	2.51	25	12
Chicago, Rock Island & Pacific	2,108,263	6	160	5,295,925	21	220	1,709,276	787,120	9,900,584	2,728,870	124,651,878	45.68	1.12	4	2	2.46	24	13
Chi., St. P., Minn. & Omaha ..	858,635	5.34	107	2,029,097	18	153	750,743	716,883	4,355,358	737,260	43,813,336	62.14	1.62	4	1	2.60	22	10
Crooked Creek.....	.....	....	.	7,650	3	24	.....	.....	7,650	1,927	16,379	8.00	.30	3.50	3.50	3.50	.....	12
Des Moines & Ft. Dodge.	82,049	3	71	118,299	18	210	.....	.....	200,348	117,632	3,295,258	28	.89	3.50	1.00	3.10	20	10
Dubuque & Dakota	.....	....	....	53,168	....	....	.....	.....	53,168	26,191	.....	.....	....	3	2	2.75	.....	18
Illinois Central	370,805	4.24	120	897,436	10.39	155	158,308	24,343	1,450,892	407,717	20,125,900	49.30	1.44	...	....	2.92	22	11
Minneapolis & St. Louis	255,204	3	....	799,898	20	....	93,455	430,128	1,578,685	243,816	9,132,318	37.40	1.07	4.40	....	2.80	22	12
Sioux City & Pacific.....	210,854	3.10	112	253,130	17	223	243,440	5,996	713,420	157,572	6,646,054	42.20	1.42	4	2	3.36	22	11
Wabash, St. Louis & Pacific ..	4,612,299	4.40	80	8,235,648	20.80	235	3,097,876	1,084,889	17,030,712	3,918,877	151,034,246	38.50	.92	....	....	2.30	22	16
NARROW GAUGE ROADS.																		
Burlington & Northwestern...	.....	....	....	79,724	7	88	.....	... .	79,724	30,673	659,690	21	.50	3	....	2.32	.....	16
Cedar Rapids & Marion.....	2,340	1	....	.....	.....	....	.....	.....	2,340	.....	.....	.....	....	3	1.50	1.50	10	.....
Total	18,575,194	....	....	39,106,906	.....	....	14,005,754	6,744,011	78,431,865	20,927,026	787,021,961	37.47	1.08	....	....	....	.....	.....

TABLE XVII.

FREIGHT TRAFFIC AND CAR MILEAGE.

RAILROADS.	Number of tons of local freight carried.	Total tons of freight carried.	Total tons of freight carried one mile.	Number of miles run by loaded cars east and south.	Number of miles run by loaded cars west and north.	Number of miles run by empty cars east and south.	Number of miles run by empty cars west and north.	Total freight car mileage.	Percentage of empty cars hauled east and south.	Percentage of empty cars hauled west and north.	FREIGHT PER TON PER MILE. Average for local.	Average for all.	Average to and from other roads.	Percentage of freight originating at, and carried to, stations in Iowa, to total freight in Iowa.
Burlington, Cedar Rapids & Northern	.....	1,627,920	147,465,549	9,113,347	6,113,347	2,349,804	3,299,805	20,876,203	25.	75.	.....	.....	1.329	.....
Central Iowa	427,345	582,514	50,079,532	1,130,049	3,738,961	3,091,230	526,617	8,496,857	65.60	20.20	1.26	1.69	3.90	.....
Chicago, Burlington & Quincy	1,347,076	2,173,178	.....	21,432,785	25,716,887	7,860,084	3,823,383	58,832,639	36.67	14.05	.....	.....	.....	19.40
Kansas City, St. Jo. & Council Bluffs	334,407	708,045	66,435,286	.....	.....	.....	.....	10,076,617	.....	.....	1.748	1.750	.....	23.63
Chicago, Milwaukee & St. Paul	4,487,367	4,857,173	817,203,567	45,751,122	62,825,894	30,209,184	14,541,495	153,227,695	40	19	1.64	1.60	1.07	.....
Chicago & Northwestern	.....	8,161,383	1,171 038,933	76,144,293	70,112,015	20,703,019	27,883,411	194,842,738	21.38	28.45	.....	1.47	.....	.....
Chicago, Rock Island & Pacific	1,997,091	3,329,780	732,360,056	36,778,951	40,028,064	11,925,477	9,248,409	97,890,901	24.48	18.77	1.35	1.24	1.02	14.92
Chicago, St. Paul, Minneapolis & Omaha	1,081,743	1,657,264	229,351,672	4,939,463	14,067,288	7,770,025	959,589	27,736,365	61.13	6.38	1.24	1.40	1.65	.....
Crooked Creek	10,271	10,271	87,303	.....	.....	.....	.....	.....	.....	.....	9.00	9.00	.....	.....
Des Moines & Ft. Dodge	142,321	235,175	9,804,550	514,394	479,826	221,936	247,031	1,463,187	30	34	2.39	3.08	.....	60
Dubuque & Dakota	41,500	41,500	830,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Illinois Central	322,210	614,048	78,560,200	.....	.....	.....	.....	.....	.....	.....	.....	1.68	1.60	35
Minneapolis & St. Louis	444,419	967,817	142,528,189	2,860,594	6,282,882	3,703,658	682,044	13,529,178	56.42	7.79	1.014	.709	876	26.30
Sioux City & Pacific	143,845	314,665	24,965,293	1,081,838	1,894,069	1,214,980	452,834	4,643,721	52.90	19.30	1.41	1.96	2.70	1.04
Wabash, St. Louis & Pacific	.....	5,752,898	1,159,841,617	.....	.....	.....	.....	.....	.....	.....	.....	.963	.....	.....
NARROW GAUGE ROADS.														
Burlington & Northwestern	24,507	29,134	1,012,988	.....	.....	.....	.....	.....	.....	.....	4.15	4.24	4.66	.....
Total	10,804,102	31,062,765	4,631,564,735	199,746,836	231,258,733	89,049,397	61,664,638	591,616,101	.....	.....	.....	.....	.....	.....

TABLE XVIII.

EQUIPMENT.

RAILROADS.	LOCOMOTIVES.				CARS.									STATIONS.		EMPLOYES.		AMOUNT PAID EMPLOYES DURING YEAR.	
	Total number.	Maximum weight.	Average weight.	Equipped with train brake.	Passenger cars.	Baggage, mail, and express.	Parlor, dining, and sleeping.	Box freight cars.	Stock cars.	Coal cars.	Other cars.	Total of cars.	Cars equipped with train brake.	Total.	In Iowa.	Total.	In Iowa.	Total.	In Iowa.
Burlington, Cedar Rapids & N.	64	36.5	30.7	18	20	20	2	1,599	111	514	39	2,305	44	99	96	2,080	.....	$ 947,471.73	$ .....
Chicago, Burlington & Kansas City	9	60	45	1	3	3	...	41	9	106	4	166	6	30	18	350	.....	139,286.39	.....
Central Iowa	37	58	50	8	14	8	....	612	40	486	20	1,180	22	50	50	1,000	1,000	474,886.02	474,886.02
Chicago, Burlington & Quincy	161	51	38	25	60	29	6	3,484	998	913	474	5,964	89	337	145	12,898	5,207	5,967,026.04	2,200,882.56
Kansas City, St. Jo. & C. B.	38	47	44	14	20	11	1	775	22	166	164	1,159	33	51	11	1,685	95	822,456.22	52,154.40
Chicago, Milwaukee & St. Paul	583	53	35	.....	227	164	39	11,781	1,437	4,392	354	18,384	389	742	210	19,561	.....	11,004,246.86	.....
Chicago & Northwestern	557	65	52	219	235	117	13	10,140	1,436	2,499	4,210	18,650	366	418	54	15,406	3,297	8,897,724.02	1,960,532.06
Chicago, Rock Island & Pacific	307	67	47	61	122	47	28	4,454	1,083	1,825	823	8,382	185	222	143	8,627	5,176	4,068,607.32	2,453,165.04
Chicago, St. Paul, Minneapolis & O	131	35	35	53	56	29	3	3,045	60	1,257	87	4,537	88	183	12	3,996	.....	2,248,253.00	.....
Crooked Creek	1	20	20	.....	.....	....	..	.....	.....	.....	2	2	.....	2	2	5	5	4,223.50	4,223.50
Des Moines & Ft. Dodge	13	28	28	4	7	2	....	50	22	57	5	143	7	15	15	300	300	68,294.37	68,294.37
Dubuque & Dakota	2	28	28	.....	.....	1	....	20	10	20	3	54	.....	10	10	58	58	33,568.88	33,568.88
Illinois Central	45	67	55	12	16	14	3	.....	.....	.....	1,222	1,255	33	250	59	5,292	1,014	3,015,058.92	583,178.39
Minneapolis & St. Louis	69	61	58	20	18	7	....	1,192	53	661	30	1,961	25	46	14	2,688	.....	922,469.04	.....
Sioux City & Pacific	28	45	40	9	16	10	...	339	210	146	15	736	26	44	12	870	.....	385,073.00	.....
St. Louis, Keokuk & Northwestern	13	50	36	7	10	6	....	167	95	62	10	350	16	33	11	868	.....	265,487.12	.....
Wabash, St. Louis & Pacific	584	60	40	584	198	131	30	12,064	2,227	5,084	.....	19,734	198	773	59	11,285	971	6,644,129.78	574,930.12
NARROW GAUGE ROADS.																			
Burlington & Northwestern	3	20	16.5	.....	3	1	....	40	20	21	12	97	.....	12	12	75	75	24,000.00	24,000.00
Ft. Madison & Northwestern	4	20	15.5	....	2	1	....	61	23	31	25	143	.....	12	12	60	60	.....	.....
Cedar Rapids & Marion	3	8	6.0	3	4	....	....	.....	.....	.....	.....	4	4	2	2	15	15	.....	.....
Total	2,653	....	....	1,088	1,031	601	125	49,864	7,846	18,240	7,499	85,206	1,531	3,331	947	87,102	17,273	45,952,357.16	8,829,810.31

TABLE XIX.

BRIDGES, CATTLE-GUARDS, AND CROSSINGS.

RAILROADS.	TRUSS BRIDGES.						WOODEN, TRESTLE, AND PILE.		ARCH CULVERTS AND VIADUCTS.		BOX CULVERTS.		Bridges built within the year, length in feet.	Number of cattle-guards in Iowa.	CROSSINGS.							
	WOODEN.		COMBINATION.		IRON.										RAILROAD.		HIGHWAYS.					
																			BRIDGES.			
	Number.	Aggregate length in feet.	Number.	Aggregate length in feet.	Number.	Aggregate length in feet.	Number.	Aggregate length in feet.	With 20 feet opening or more.	Less than 20 feet opening.	Timber.	Stone.			Number at grade.	Number over or under.	At grade.	Over track.	Under track.	18 ft. above track.	Not 18 feet above track.	At which there are flagmen.
Burlington, Cedar Rapids & N..	38	2,496	17	4,770	1	113	923	54,222	.....	2	824	77	1,704	1,071	9	3	740	2	2	1	1	1
Chicago, Bur. & Kansas City...	9	1,711	..	.....	....	.....	137	12,216	.....	.....	62	5	.....	288	3	....	70	2	..	.....	....	....
Central Iowa.....	7	1,789	7	773	....	.....	276	28,206	.....	.....	.....	2	.....	444	9	2	248	1	3	1	....	2
Chicago, Burlington & Quincy..	55	6,880	1	100	39	4,962	1,015	117,534	2	26	856	379	136	1,171	15	1	775	22	22	22	....	9
Kan. City, St. Jo. & C. Bluffs	2	160	....	.....	....	.....	32	2,100	.....	.....	.....	....	.....	68	2	...	36	..	..	.....	....	....
Chicago, Milwaukee & St. Paul.	88	.....	21	.....	1	.....	1,031	.....	.....	.....	.....	....	955	.....	10	3	.....	..	..	.....	....	....
Chicago & Northwestern.....	31	2,026	27	3,532	37	2,758	1,291	104,190	3	12	569	90	35,594	800	22	6	863	6	15	6	....	6
Chicago, Rock Island & Pacific.	147	12,056	22	2,970	61	6,781	1,650	107,325	28	144	285	107	1,413	1,683	23	4	922	24	29	24	1	19
Chi., St. Paul, Minn. & Omaha.	2	108	....	.....	....	.....	59	6,000	.....	.....	73	18	.....	.....	1	....	81	..	..	.....	....	2
Crooked Creek.....	1	370	....	.....	....	.....	11	500	.....	.....	4	....	.....	9	....	....	.....	..	..	.....	....	....
Des Moines & Ft. Dodge.....	4	310	....	.....	....	.....	38	1,125	.....	7	225	....	180	123	7	....	66	..	..	.....	....	....
Dubuque & Dakota.....	14	840	....	.....	....	.....	78	11,312	.....	.....	176	....	4,144	120	2	....	40	..	..	.....	....	....
Illinois Central.	53	8,381	....	.....	1	110	621	50,940	1	17	20	143	1,100	380	10	1	408	3	8	3	....	5
Minneapolis & St. Louis	1	163	6	558	....	.....	70	4,805	.....	.....	166	25	516	87	6	2	86	..	..	.....	....	....
Sioux City & Pacific	....	.....	3	415	....	.....	67	6,058	.....	.....	.....	....	.....	182	2	....	100	..	..	.....	....	....
St. Louis, Keokuk & Northw'n.	9	1,170	....	.....	....	.....	75	6,846	.....	.....	45	4	190	93	2	1	.....	..	..	.....	....	....
Wabash, St. Louis & Pacific....	3	314	6	240	....	.....	121	12,290	.....	1	94	71	.....	360	10	1	187	..	..	.....	....	4
NARROW GAUGE ROADS.																						
Ft. Madison & Northwestern...	....	.....	....	.....	....	.....	64	5,345	.....	.....	3	5	4,140	96	....	1	55	1	5	1	....	....
Cedar Rapids & Marion.....	....	.....	....	.....	....	.....	.....	.....	.....	.....	.....	....	.....	.....	3	....	.....	..	..	.....	....	....
Total	464	38,774	110	13,358	140	14,724	7,559	531,014	34	209	3,352	926	50,072	6,975	136	25	4,677	61	84	58	2	48

TABLE XX.

TONNAGE CLASSIFIED.

RAILROADS.	Grain.	Flour.	Provisions.	Animals.	Other agricultural products.	Lumber and forest products.	Coal.	Plaster, lime, and cement.	Salt.	Petroleum and oil.	Iron, steel, and castings.	Stone and brick.	Manufactures.	Merchandise and other articles not enumerated.	Total.
Bur., C. R. & North.	377,347	104,162	25,249	138,061	27,524	170,031	506,389	11,439	11,440	.....	47,454	11,440	39,149	158,235	1,627,920
Central Iowa.....	94,716	3,084	.....	20,570	.....	45,668	327,888	8,008	1,100	1,500	420	.....	.....	79,560	582,514
Chi., Bur. & Quincy.	1,435,681	88,129	73,894	551,260	54,963	848,387	1,011,934	49,117	68,866	.....	138,370	87,434	57,754	815,374	5,281,183
K. C., St. J. & C. B.	146,034	18,500	10,140	56,220	9,282	163,478	64,098	5,124	10,416	1,128	11,466	14,573	13,813	183,773	708,045
Chi., Mil. & St. Paul.	883,019	323,808	60,191	268,230	181,412	888,275	428,372	31,057	49,740	.....	188,416	277,279	75,894	1,201,480	4,857,173
Chi. & Northwestern.	1,168,322	187,314	76,206	326,741	120,023	1,170,759	679,152	43,341	47,221	28,770	428,974	152,126	299,668	3,432,766	8,161,383
Chi., R. I. & Pacific.	755,399	54,700	29,309	296,967	42,039	428,787	390,203	51,063	32,965	24,725	33,342	125,227	37,360	1,027,674	3,329,780
Chi., St. P., M. & O..	199,701	216,107	6,961	32,980	16,573	502,151	55,020	.....	12,595	.....	46,901	36,791	21,213	248,092	1,395,085
Crooked Creek.....	1,045	85	25	208	.....	905	7,162	40	18	16	.....	397	17	353	10,271
Des Moines & Ft. D.	63,598	3,835	102	12,400	6,063	48,631	67,528	2,868	1,231	.....	4,594	1,818	2,425	20,724	235,817
Dubuque & Dakota..	15,280	250	60	7,060	300	8,380	1,250	300	230	150	116	386	50	7,688	41,500
Illinois Central.....	132,901	8,665	2,627	68,820	25,680	123,265	89,627	.....	7,798	5,332	.....	.....	8,519	140,819	614,048
Minneapolis & St. L.	82,807	138,191	3,448	10,700	9,170	199,050	300,706	6,103	4,963	1,771	78,249	16,118	9,554	106,367	967,817
Sioux City & Pacific.	51,952	2,661	4,329	33,548	5,905	75,148	20,841	1,879	2,844	.....	.....	3,473	4,419	37,795	244,794
Wabash, St. L. & P.	1,406,361	119,950	92,891	385,962	81,241	960,225	799,028	.....	89,544	32,963	367,591	.....	310,141	1,107,271	5,753,168
NAR'W GAUGE ROADS.															
Burlington & N. W.	11,541	61	305	4,204	506	5,736	1,438	.....	.....	.....	1,151	153	547	3,492	29,134
Total.....	6,825,704	1,269,502	385,737	2,213,951	580,701	5,638,876	4,750,636	210,339	340,986	96,355	1,347,044	727,215	880,623	8,571,963	33,839,632

TABLE XXI.

IOWA TONNAGE CLASSIFIED.

RAILROADS.	Grain.	Flour.	Provision.	Animals.	Other agricultural products.	Lumber and forest products.	Coal.	Plaster, lime, and cement.	Salt.	Petroleum and oil.	Iron, steel, and castings.	Stone and brick.	Manufactures.	Merchandise, and other articles not enumerated.	Total.
Burlington, Cedar Rapids & Northern	377,347	104,162	25,249	138,061	9,388	170,031	506,389	24,149	34,319	3,375	47,454	.....	29,761	158,235	1,627,920
Central Iowa	94,716	3,084	.....	20,570	.....	45,668	327,888	8,008	1,100	1,500	420	.....	.....	79,560	582,514
Chicago, Burlington & Quincy	622,097	20,107	27,992	267,165	20,722	460,490	229,117	19,296	37,354	.....	51,660	29,793	29,146	358,239	2,173,178
Chicago, Milwaukee & St. Paul	179,133	6,601	17,424	95,656	37,853	81,342	73,307	6,176	160	.....	4,251	51,468	4,798	119,129	677,293
Chicago & Northwestern	359,862	7,380	16,630	131,765	24,721	209,798	149,366	8,478	1,452	2,132	4,638	26,133	17,345	117,988	1,077,688
Chicago, Rock Island & Pacific	590,991	43,708	21,348	227,452	33,054	327,950	295,530	37,935	24,335	18,753	25,428	95,585	13,487	783,406	2,538,957
Crooked Creek	1,045	85	25	206	.....	905	7,162	40	18	16	.....	397	17	353	10,271
Des Moines & Ft. Dodge	63,598	3,835	102	12,400	6,063	48,631	67,528	2,868	1,231	.....	4,594	1,818	2,425	20,724	235,817
Dubuque & Dakota	15,280	250	60	7,060	300	8,380	1,250	300	230	150	116	386	60	7,678	41,500
Illinois Central	132,901	8,665	2,627	68,820	25,680	123,265	89,627	.....	7,793	5,332	.....	.....	8,519	140,819	614,048
Sioux City & Pacific	23,425	1,466	3,376	11,041	2,316	69,319	18,445	1,015	2,654	.....	.....	2,183	3,262	30,592	169,094
NARROW GAUGE ROADS.															
Burlington & Northwestern	11,541	62	305	4,204	506	5,736	1,438	.....	.....	.....	1,151	153	547	3,492	29,135
Total	2,471,936	199,405	115,138	984,402	160,603	1,551,515	1,767,047	108,265	110,646	31,658	139,707	207,916	109,362	1,820,215	9,777,415

TABLE XXII.

ACCIDENTS TO PERSONS.

RAILROADS.	KILLED.															INJURED																
	Passengers.	Employes.	Others.	Total.	Derailments.	Collisions.	Caught in frogs.	Coupling cars.	Fell from train.	Getting on and off train.	Highway crossings.	Miscellaneous.	Stealing rides.	While intoxicated.	Trespass'rs on track	Passengers.	Employes.	Others.	Total.	Derailments.	Collisions.	Caught in frogs.	Coupling cars.	Fell from train.	Getting on and off trains.	Highway crossings.	Miscellaneous.	Overhead obstruction.	Stealing rides.	Trespassers on track.	Suicides in Iowa.
Burlington, Cedar Rapids & Northern	..	6	4	10	..	1	..	..	4	1	..	1	2	1	1	2	23	1	26	2	1	..	10	3	....	..	9	....	..	....	1
Chicago, Burlington & Kansas City	..	1	1	2	..	..	..	..	1	....	..	..	..	..	1	..	5	1	6	..	..	..	1	2	....	..	2	....	..	1	..
Central Iowa	2	1	4	7	..	..	1	..	..	2	1	..	1	2	2	3	4	1	8	2	3	..	2	..	....	..	1	....	..	....	..
Chicago, Burlington & Quincy	1	11	12	24	..	..	..	2	..	5	..	17	..	5	..	1	199	39	239	1	11	..	60	31	34	..	74	6	5	17	..
Kansas City, St. Jo. & Council Bluffs	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	6	..	6	..	..	..	2	..	1	..	3	....	..	....	..
Chicago, Milwaukee & St. Paul	1	14	7	22	1	..	..	..	3	2	1	10	1	4	4	48	186	10	244	52	15	4	59	6	9	6	90	..	2	1	1
Chicago & Northwestern	1	22	15	38	1	..	1	10	9	4	..	5	1	..	7	1	22	10	33		1	..	14	6	4	3	2	....	..	3	..
Chicago, Rock Island & Pacific	2	18	16	36	2	1	1	1	7	4	1	5	4	4	10	..	4	4	8		..	..	1	1	4	1	1	....	..	....	1
Chicago, St. Paul, Minneapolis & Omaha	..	3	..	3	..	..	1	1	..	....	..	..	..	1	1	..	5	..	5	..	..	..	3	..	1	..	1	....	..	....	..
Des Moines & Ft. Dodge	..	1	1	2	..	..	..	..	..	....	..	1	..	..	1	1	1	..	2	1	..	..	1	..	....	..	....	....	..	....	..
Illinois Central	..	6	7	13	..	..	..	4	2	....	1	1	..	4	5	2	17	4	23		1	..	12	4	2	..	2	....	1	1	..
Minneapolis & St. Louis	..	1	2	3	..	..	..	..	1	....	..	..	1	..	1	3	7	..	10	..	3	..	4	1	....	..	2	....	..	....	..
Sioux City & Pacific	..	1		1	..	..	..	..	..	....	..	1	..	..	..	...	14	2	16	..	2	..	6	3	1	..	3	....	..	1	..
St. Louis, Keokuk & Northwestern	..	..	..	..	..	..	..	..	..	....	..	..	..	..	..	..	2	..	2	..	..	..	..	..	....	..	2	....	..	....	..
Wabash, St. Louis & Pacific	..	2	..	2	..	..	..	..	2	....	..	..	..	..	..	..	6	..	6	..	..	..	6	..	....	..	..	....	..	....	..
NARROW GAUGE ROADS.																															..
Ft. Madison & Northwestern	..	1		1	1	..	..	..	..	....	..	..	..	..	..	..	1	..	1	..	..	..	1	..	....	..	..	....	..	....	..
Cedar Rapids & Marion	..	1	..	1	..	..	..	..	..	1	..	..	..	..	..	..	....	..	....	..	..	..	....	..	....	..	....	....	..	....	..
Total	7	89	69	165	5	2	4	16	31	19	4	41	10	21	33	61	502	72	635	59	37	4	182	57	56	10	192	6	8	24	3

TABLE XXIII.

PROPERTY ACCOUNTS, CHARGES, AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

RAILROADS.	CONSTRUCTION.									
	Grading.	Bridging and masonry.	Superstructure including rails.	Land, land damages and fences.	Passenger and freight stations, coal-sheds, and water stations.	Engine-houses, car-sheds, and turn-tables.	Machine-shops, including machinery and tools.	Engineering, agencies, salaries, and construction expenses.	Purchase of other roads.	Total construction.
Burlington, Cedar Rapids & Northern	$.....	$.....	$.....	$.....	$.....	$.....	$.....	$.....	$.....	$.....
Chicago, Burlington & Kansas City	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Central Iowa	20,566.15	80.24	50,014.60	15,457.12	41,243.59	3,837.66	2,236.50	.....	.....	133,485.86
Chicago, Burlington & Quincy	637,711.93	24,103.21	* 141,321.38	181,931.98	78,969.84	394,581.80	28,457.81	4,301.45	†34,708.60	1,526,088.00
Kansas City, St. Jo. & Council Bluffs	23,367.12	18,455.85	.....	10,452.62	17,593.61	.....	.....	63.17	.....	69,932.37
Chicago, Milwaukee & St. Paul	.....	43,171.95	‡378,864.77	373,381.63	429,732.63	495,851.28	.....	.....	14,257,499.23	15,978,501.49
Chicago & Northwestern	.....	182,151.01	3,621,949.42	131,944.79	.....	283,044.18	.....	149,894.11	2,386,983.62	6,755,967.13
Chicago, Rock Island & Pacific	100,202.60	44,866.02	405,326.96	24,218.52	82,343.17	§161,075.45	11,626,16	8,979.87	116,924.75	955,563.50
Chicago, St. Paul, Minneapolis & Omaha	362,981.27	123,582.65	500,098.90	22,926.55	127,724.18	194,044.34	.....	3,480.86	7,052,994.33	8,387,833.08
Des Moines & Ft. Dodge	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Minneapolis & St Louis	208,769.02	72,796.94	1,331,810.48	121,935.19	52,653.69	3,124.73	100,141.79	25,464.11	¶201,543.17	2,118,239.12
Sioux City & Pacific	.....	744.70	3,624.70	9,988.63	6,668.35	.....	127.72	.....	.....	21,154.10
Wabash, St. Louis & Pacific	49,512.49	40,660.44	583,203.41	80,126.44	104,668.63	86,904.78	35,846.46	16,563.89	.....	1,002,486.54
NARROW GAUGE ROADS.										
Burlington & Northwestern	2,100.58	36.79	377.82	1,025.26	771.30	43.73	2,505.49	.....	.....	6,860.97
Total	1,405,211.16	550,649.80	7,021,592.44	973,388.73	942,968.99	1,622,507.96	180,941.93	208,747.46	24,050,653.70	36,956,062.16

* Double track extension.
† Telegraph lines and elevator.
‡ Side tracks.
§ New grain elevators.
¶ Discount and interest on bonds.

TABLE XXIII—CONTINUED.

RAILROADS.	EQUIPMENT.				TOTAL.		OTHER INCREASE.		Net additions to property accounts.
	Locomotives.	Passenger, baggage, and express cars.	Freight and other cars.	Total for equipment.	Total expenditures for property accounts.	Credits to property accounts.	Amount capital has been increased by stock or other dividends not represented by actual increase of property.	Amount capital has been increased by dividing surplus.	
Burlington, Cedar Rapids & Northern	$ 22,109.03	$ 40,580.00	$ 76,110.34	$ 138,799.37	$ 138,799.37	$.	$.	$.	$ 138,799.37
Central Iowa			2,969.01	2,961.01	136,404.87	97,006.27			39,398.60
Chicago, Burlington & Quincy	253,714.83	87,574.65	938,354.84	1,279,644.32	2,805,732.32	5,501.32			2,800,231.00
Kansas City, St. Jo. & Council Bluffs			3,356.42	3,356.42	73,288.79	7,575.00			65,713.79
Chicago, Milwaukee & St. Paul	1,428,601.48	383,715.79	1,214,642.09	3,026,959.36	19,005,460.85	10,468.33			18,994,992.52
Chicago & Northwestern				1,825,000.70	8,580,967.83				8,580,967.83
Chicago, Rock Island & Pacific	136,000.00	34,400.00	143,093.63	313,493.63	1,269,057.13				1,269,057.13
Chicago, St. Paul, Minneapolis & Omaha	179,664.15	79,927.06	294,110.41	553,701.62	8,941,534.70				8,941,534.70
Crooked Creek			98.50	98.50	98.50				98.50
Dubuque & Dakota	12,992.59	2,700.00	19,201.76	34,894.35	34,894.35				34,894.35
Minneapolis & St. Louis	568,435.07	87,446.14	604,405.77	1,260,286.98	3,378,526.10				3,378,526.10
Sioux City & Pacific				8,278.93	29,433.03				29,433.03
Wabash, St. Louis & Pacific	11,633.62	43,145.00	234,348.93	289,127.55	1,291,614.09				1,291,614.09
NARROW GAUGE ROADS.									
Burlington & Northwestern			3,459.91	3,459.91	10,320.88				10,320.88
Total	2,613,150.77	759,488.64	3,534,151.61	8,740,070.65	45,696,132.81	120,550.92			45,575,581.89

TABLE XXIV.

COMPARATIVE SUMMARY FOR THE YEAR ENDING JUNE 30, 1878, 1879, 1880, 1881, AND 1882.

	1878.	1879.	1880.	1881.	1882.
TOTAL LENGTH OF ROADS AND BRANCHES:					
Total length of roads and branches in Iowa	4,157.15	4,396.04	4,977.01	5,425.98	6,337.43
Total length of double track in Iowa	3.00	6.06	24.76	40.07	47.06
Total length of sidings in Iowa	452.61	481.92	539.55	497.19	700.73
Capital stock paid in	183,488,642.54	185,614,375.77	264,482,954.21	288,713,878.86	345,918,605.27
Capital stock paid in per mile of road	21,926.62	21,428.31	17,426.72	19,149.54	18,649.22
Total funded debt	154,155,222.38	158,415,089.28	217,991,725.53	296,162,077.78	368,782,177.78
Total unfunded debt	5,985,587.14	4,580,747.14	10,742,168.86	11,674,408.60	17,446,150.23
Total debt	160,140,809.52	162,995,836.42	228,733,894.39	307,776,486.38	386,228,328.01
Total debt per mile	19,158.27	18,850.25	16,607.02	20,413.91	20,822.40
Total stock and debt	344,429,451.06	348,609,312.13	493,216,848.60	596,490,365.24	732,146,933.28
Total stock and debt per mile of road	41,425.00	39,742.33	40,461.90	39,563.45	39,471.62
Total cost of road and equipment	316,185,372.00	266,371,497.16	399,720,231.59	587,994,978.74	669,722,467.04
Total cost of road and equipment per mile	40,496.76	40,980.23	44,426.20	39,397.70	36,413.81
Proportion of cost for Iowa	130,967,401.55	119,179,644.35	202,963,513.02	212,834,982.03	215,979,324.81
EARNINGS:					
From passengers	$ 9,819,118.44	$ 9,641,073.21	$ 13,809,589.43	$ 15,766,336.30	$ 21,759,616.01
From express	627,036.91	698,307.70	1,147,126.73	1,476,042.40	1,862,688.90
From mails	766,194.24	811,748.72	1,188,471.44	1,323,218.64	1,723,221.26
From freight	32,211,873.46	32,030,710.10	47,156,826.57	56,266,944.40	66,353,972.66
From other sources	695,662.03	733,071.42	1,162,746.80	1,750,419.17	1,059,707.39
Total earnings	44,119,285.04	44,024,445.08	64,464,761.92	76,582,960.91	92,759,206.22
Proportion for Iowa	.....	.....	.....	28,452,181.91	32,023,966.03
Earnings per mile of road	5,902.52	5,586.62	5,491.23	5,083.73	5,606.66
Earnings per train mile, passenger trains	1.60	1.60	1.28	1.38	1.36
Earnings per train mile, freight trains	2.03	1.73	1.13	1.72	1.69
Earnings per train mile, all trains earning revenue	1.89	1.67	1.17	1.63	1.60
Earnings above operating expenses	19,087,374.45	18,996,183.70	28,817,321.35	29,341,465.76	33,982,731.69
Earnings above operating expenses for Iowa	.....	.....	.....	11,663,777.52	11,511,572.98
Total income from all sources	44,119,285.04	44,024,445.08	64,464,761.02	76,611,097.38	95,092,114.49

TABLE XXIV—CONTINUED.

	Increase of 1879 over 1878.	Increase of 1880 over 1879.	Increase of 1881 over 1880.	Increase of 1882 over 1881.	Decrease of 1879 over 1878.	Decrease of 1880 over 1879.	Decrease of 1881 over 1880.	Decrease of 1882 over 1881.
TOTAL LENGTH OF ROADS AND BRANCHES.								
Total length of roads and branches in Iowa	238.89	580.97	448.97	911.45				
Total length of double track in Iowa	3.06	18.70	15.31	6.99				
Total length of sidings in Iowa	29.31	57.63		203.54			42.36	
Capital stock paid in	2,125,733.23	78,868,578.44	24,230,924.65	57,204,726.41				
Capital stock paid in per mile of road			1,722.82		498.31	4,181.59		500.32
Total funded debt	4,259,866.90	59,576,636.25	78,110,362.25	72,680,100.00				
Total unfunded debt		6,161,421.72	932,239.74	5,771,741.43	1,404,840.00			
Total debt	2,856,026.90	65,738,057.97	79,042,591.99	78,451,841.63				
Total debt per mile			3,806.89	408.49	308.02	2,243.23		
Total stock and debt	4,179,860.07	144,607,436.47	103,273,516.64	135,656,568.04				
Total stock and debt per mile of road		319.57			1,682.67		1,064.20	1.83
Total cost of road and equipment		133,348,734.43	188,274,747.15	81,727,488.30	49,813,874.84			
Total cost of road and equipment per mile	483.47	3,445.97					5,028.50	2,983.89
Proportion of cost for Iowa		83,783,898.67	9,871,439.01	3,144,342.78	11,787,757.20			
EARNINGS;								
From passengers	$	$ 4,168,516.27	$ 1,956,746.82	$ 5,993,278.91	$ 178,045.23	$	$	$
From express	71,276.79	448,819.03	328,915.67	386,646.50				
From mails	55,554.48	366,722.72	134,747.20	400,002.62				
From freight		15,126,116.47	9,110,117.83	10,087,028.26	181,163.36			
From other sources	37,409.39	429,675.38	587,672.37					690,711.78
Total earnings		20,440,315.94	12,118,199.89	16,176,245.31	94,839.96			
Proportion for Iowa				3,571,784.12				
Earnings per mile of road				522.93	315.90	95.39	407.50	
Earnings per train mile, passenger trains			.10			.32		.02
Earnings per train mile, freight trains			.59		.30	.60		03
Earnings per train mile, all trains			.46		.22	.50		03
Earnings above operating expenses		9,821,137.65	524,144.41	4,641,265.93	91,190.75			
Earnings above operating expenses for Iowa								152,204.54
Total income from all sources		20,440,315.94	12,146,336.36	18,421,017.11	94,839.96			

TABLE XXIV—CONTINUED.

	1878.	1879.	1880.	1881.	1882.
OPERATING EXPENSES:					
Maintenance of way and buildings	$ 7,976,042.61	$ 7,754,884.42	$ 9,698,394.99	12,326,243.06	16,354,670.75
Motive power and cars	3,944,677.28	3,837,008.43	5,125,060.67	6,580,957.05	7,902,804.06
Conducting transportation	10,511,914.51	10,846,153.04	16,171,418.16	20,863,909.35	26,634,596.17
General expenses	2,594,028 44	2,590,217.49	4,652,565.85	6,313,874.42	7,884,403.55
Total operating expenses	25,026,662.84	25,028,263.38	35,647,439.67	46,084,983.88	58,776,474.53
Proportion for Iowa	12,565,950.23	12,994,420.92	13,982,653.77	16,788,404.39	20,512,393.05
Operating expenses, per mile of road	3,348.20	3,176.30	3,036.51	3,059.23	3,552.64
Operating expenses, per train mile	1.09	.97	.66	1.00	.75
Operating expenses, per cent of earnings	.57	.57	.55	.60	.63
Interest and rental	11,518,010 88	9,448,861.83	13,558,356.37	16,137,716.93	21,845,092.58
Interest and rental, per mile of road	1,469.35	1,285.55	1,170.26	1,071.26	1,320.38
Interest and rental, per cent of earnings	.26	.21	.21	.21	.23
Operating expenses, interest, and rental	36,544,673.72	34,477,125.21	49,205,796.04	62,310,612.72	80,621,567.11
Operating expenses, interest, and rental, per mile	4,889.14	4,368.05	4,191.44	4,136.32	4,873.03
Operating expenses, interest, and rental, per train mile	1.58	1.38	.91	1.30	1.03
Operating expenses, interest, and rental, per cent of earnings	.83	.78	.76	.81	.87
TRAIN MILEAGE:					
Miles run by passenger trains	6,649,187	6,971,372	12,618,247	10,868,981	18,575,194
Miles run by freight trains	15,871,538	18,505,500	41,513,231	27,179,355	39,106,906
Miles run by mixed trains	510,180	392,605	.....	7,954,157	6,744,011
Miles run by trains earning revenue	23,030,905	25,869,657	54,131,478	46,002,493	64,426,111
Miles run by construction and other trains	1,445,729	1,469,948	5,742,068	4,207,472	14,005,754
PASSENGERS:					
Total number carried	7,511,770	7,927,683	11,423,337	13,259,820	20,927,026
Total number carried one mile	280,274,228	330,408,980	475,410,765	596,871,465	787,021,961
Average rate of fare, per mile, per passenger, cents	3.50	2.92	2.90	2.77	2.75
Average distance traveled by each passenger, miles	37.30	41.60	41.60	45.00	37.47
FREIGHT;					
Total tons carried	6,804,338	8,553,311	21,665,716	25,040,973	31,062,765
Total tons carried one mile	1,514,083,462	2,790,826,910	3,603,943,923	4,222,249,822	4,631,564,735
Average rate in cents	2.10	1 10	1.30	1.49	1.29
Average length of haul for each ton carried, miles	222.50	326.30	166.30	169.53	149.10

TABLE XXIV—CONTINUED.

	Increase of 1879 over 1878.	Increase of 1880 over 1879.	Increase of 1881 over 1880.	Increase of 1882 over 1881.	Decrease of 1879 from 1878.	Decrease of 1880 from 1879.	Decrease of 1881 from 1880.	Decrease of 1882 from 1881.
OPERATING EXPENSES:								
Maintenance of way and buildings	$	$ 1,943,510.57	$ 2,627,848.07	$ 4,028,427.69	$ 221,158.19	$	$	$
Motive power and cars		1,288,052.24	1,455,896.38	1,321,847.01	107,662.85			
Conducting transportation	334,238.53	5,325,265.12	4,692,491.19	5,770,686.82				
General expenses		2,062,348.36	1,661,308.57	1,570,529.13	3,810.95			
Total operating expenses	1,600.54	10,619,176.29	10,437,544.21	12,691,490.65				
Proportion for Iowa	338,470.69	1,078,232.85	2,805,750.62	3,723,988.66				
Operating expenses per mile of road			22.72	493.41	171.90	139.79		
Operating expenses per train mile			.34		.12	.31		.25
Operating expenses per cent of earnings			.65	.03		.02		
Interest and rental		4,109,494.54	2,579,360.56	5,707,375.65	2,069,149.05			
Interest and rental per mile of road				249.12	183.80	115.29	99.00	
Interest and rental per cent of earnings				.02	.05			
Operating expenses, interest and rental		14,728,670.83	13,104,816.68	18,310,954.39	2,067,548.51			
Operating expenses, interest and rental, per mile				736.70	521.09	176.61	55.12	
Operating expenses, interest and rental, per train mile			.39		.20	.47		.27
Operating expenses, interest and rental, per cent of earnings			.05	.06	.07	.02		
TRAIN MILEAGE:								
Miles run by passenger trains	322,185.00	5,646,875		7,706,213			1,749,266	
Miles run by freight trains	2,634,052	23,007,641		11,927,551			14,333,876	
Miles run by mixed trains			7,954,157		117,485			1,210,146
Miles run by trains earning revenue	2,838,752	28,261,821		18,423,618			8,128,985	
Miles run by construction and other trains	24,219	4,272,120		9,798,282			1,534,596	
PASSENGERS:								
Total number carried	415,913	3,495,854	1,836,283	7,667,206				
Total number carried one mile	50,134,752	145,001,785	121,460,700	190,150,496				
Average rate of fare per mile per passenger, cents					.58	.02	.13	.02
Average distance traveled by each passenger, miles	4.30		3.41					7.53
FREIGHT:								
Total tons carried	1,748,973	13,112,405	3,375,257	6,021,792				
Total tons carried one mile	1,276,243,448	813,117,013	618,305,899	400,314,913				
Average rates, in cents		.20	.19		.01			.20
Average length of haul for each ton carried, miles	103.80		3.23			160.00		20.43

TABLE XXV.

GRADES ASCENDING EAST AND SOUTH.

RAILROADS.	RATE OF ASCENT PER MILE IN FEET.																				Total miles.
	5 feet.	10 feet.	15 feet.	20 feet.	25 feet.	30 feet.	35 feet.	40 feet.	45 feet.	53 feet.	58 feet.	61 feet.	69 feet.	74 feet.	80 feet.	85 feet.	90 feet.	95 feet.	100 feet.	Level.	
Chicago, Burlington & Quincy, main line	12.88	8.01	7.78	5.42	4.80	7.80	5.80	8.01	4.03	13.82	1.82	3.80	17.41							44.54	275
Chicago, Rock Island & Pacific, main line	11.27	10.13	9.20	14.17	12.27	6.23	7.82	23.28	.08	13.34										73.22	317
Chicago & Northwestern, main line	24.70	13.45	14.13	10.59	9.77	5.21	7.91	10.95	1.46	14.51	2.21		.85		.34					95.76	350
Illinois Central	20.64	12.79	10.29	7.39	11.34	6.20	8.16	9.92	11.86	13.61	.17	1.34	4.20	1.08	1.57					75.68	327
Chicago, Milwaukee & St. Paul	8.14	9.34	10.78	11.53	12.82	6.91	8.86	18.40	8.39	10.72		.85		1.25						57.60	292
Chariton to Mt. Ayr	1.30	1.28	2.14	1.47	.21	1.25	1.60	.23	.87	6.16	5.61	2.17	3.03							12.92	75
Chariton to Indianola	.28	.66	1.00	.28	1.53	.76	.50	.30	1.06	1.04	1.08	.38	1.74	2.73	1.27					2.80	32
Creston to State Line	8.18	4.05	1.23	1.74	1.06	.83	.76	1.67	1.53	2.09										9.85	44
Creston to Greenfield, and Fontanelle	3.01	1.29	.70		.19	.68	.38	.82	.09	.51	.13	.21	.53		.51					8.85	28
Villisca, Clarinda, and State line	2.86	.98	.57	.90	1.78	1.13	.53			.53	.22	.22								10.17	26
Hastings to Sidney	2.50	1.02	.95	.87	.61			.86	.48	.82		.28	.28							9.94	25
Albia, Knoxville, and Des Moines	.90	1.85	1.57	.79	2.07	1.21	3.67	2.05	1.86	2.40	3.92	1.00	.91							12.92	68
Burlington and Keokuk	5.00	1.76	2.12	1.46	1.88	2.46	.83	.13		.32			.13							12.94	42
Hastings and Carson	.15	.34	.21	.76	.41	.30	1.27													4.26	16.50
Red Oak to Griswold	.76	1.36	.32	.68	.15	.28	.21		.21	.28										5.40	18
Red Oak to Hamburg	4.59	1.80	5.00	3.86																15.30	39
Davenport to Knoxville	8.67	7.76	4.65	1.90	3.10	3.11	3.43	6.56	2.79	9.55	.76									20.33	114.67
Washington to State line	4.00	3.82	7.07	5.72	3.43	3.00	3.52	2.00	1.42	3.92	1.32	3.70	.90	5.85	.38					21.23	130
Des Moines, Indianola, and Winterset	2.20	1.40	.76	.72	.68	1.42	.32	.60		.09										19.31	49
Atlantic to Audubon	.76	.76	1.02	.38	.07			.68	.26	.19										5.64	24.60
Avoca to Harlan				.76				.80	.19											3.70	12
Atlantic to Griswold	.19	.19	.19	.40	.28	.09				1.70										6.49	14.71
Avoca to Carson	.15	.60	.91		.32	38	21													5.52	17.32
Guthrie to Guthrie Center	1.00	.43	.93	.40	.57		.26	.19	.30	.21		1.42	1.42		.91					1.54	14.20
Clinton to Anamosa		1.76	.55	1.55	2.52	3.66	.51	1.53	.45	11.31										18.89	71
Maple River Road	8.90	4.85	6.00	4.38	4.41	2.60	.26													14.33	60
Stanwood to Tipton	.57	.20							.72	1.42		.53		.38						1.45	8.50
Wall Lake to Sac City	.79	.38		1.20	.30	.19			.38	.26										2.40	12.70
Tama City to Garwin	.09	.30	30		.19	09														1.61	12.00
Burlington & Southwestern	.42	3.22	.97	1.50	.84	.74	1.78	1.08	.40	2.20	2.10	2.49	8.45							25.32	77.76
Burlington & Northwestern to Washington	3.75	1.08	.28	.41	.87	1.64	.71	.42		1.72	1.30	1.02	1.10							4.14	37.10
Burlington, Cedar Rapids & Northern, main line	6.48	4.89	5.27	6.08	5.87	5.62	2.56	7.79	4.22	11.76	2.42	5.06	.17		.06					72.02	251
Cedar Rapids to Postville	.95	4.19	1.29	3.58	6.48	1.42	3.00	2.39	2.33	6.00		1.59		.57	1.06	.49				18.19	98
Vinton to Holland	.83	1.34	.69	.34	1.46	1.46	.66	3.77	.26		.19	.49								33.40	71
Muscatine to Riverside	.15	.93	.96	.38	1.14	.09	.21	1.76	.42	1.76	.36				.40		.11			9.26	31
Elmira to What Cheer	3.26	3.92	1.97	1.82	4.01	1.57	.85	.76	.68	1.00	1.02	2.23	.38	.19	.19					15.73	66.64

TABLE XXV—CONTINUED.

RAILROADS.	RATE OF ASCENT PER MILE IN FEET.																					Total miles.
	5 feet.	10 feet.	15 feet.	20 feet.	25 feet.	30 feet.	35 feet.	40 feet.	45 feet.	53 feet.	58 feet.	64 feet.	69 feet.	74 feet.	80 feet.	85 feet.	90 feet.	95 feet.	100 feet.	Level.	
Central Iowa Railway	5.26	6.50	6.02	8.64	4.41	3 49	6 63	6.04	4.89	8.33	3.09	6.51	1.88	.68						17.81	189
Keokuk & Des Moines																					
Des Moines & Ft. Dodge	8.63	5.55	2.82	1.14	3.43	1.40	1.06	.40	.36	1.42		1.14								25.42	88
Des Moines & Minneapolis to Callanan	2.08	2.56	1.34	1.99	.76	1.22	.99	.95	1.59	1.38	1.02	1.60	.17	.50	.81					14.11	58
Missouri, Iowa & Nebraska	1.86	2.63	.80	.59	.65	1.14	.63	.40	.19	1.40	2.90	1.84								1.55	39.55
St. Louis, Kansas City & Northern, Wabash	1.42	.97	.72	2.54	.93	.47	1.38	.70	.21	2.80	1.21	2.40	1.93	3.39	.23	.74				6.46	43
Council Bluffs & St. Louis, Wabash	.87	2.10	1.35	.61	1.40	.78	1.00	1.69	2.21	.66	7.78	5.19								14.04	69
Clarinda to State line		.55	.13		.17		.55	.66	.11											4.77	11.42
Sioux City & St. Paul		2.13	1.10	1.25	1.67	.76	1.31	.85		.53										15.96	57
Sioux City & Pacific	1.02	.19	.09			.09				.47										46.73	76
Sioux City & Dakota																					
Milwaukee & St. Paul, Sabula to Cedar Rapids	.19	1.36	2.90	1.89	4.15	.76	.68	2.18	.95	10.10	2.91									22.97	93
Milwaukee & St. Paul, State line to Mason City	.80	2.48	1.02	1.67	2.19	.93	1.25	2.61	.45	.55										17.04	40
Milwaukee & St. Paul, State line to Calmar	.36	.19	1.10	1.18	3.22	1.57	4.11													41.23	68
Milwaukee & St. Paul, Conover to Decorah			.57	1.13	1.40	1.70			1.13	.57				.57		.57				7.74	9
Milwaukee & St. Paul, Davenport to Fort Atkinson																					
Milwaukee & St. Paul, Eldridge to Maquoketa																					
Clinton, Dubuque, and State line	7.52	10.53	2.00	.66	.47	.11		1.04												88.30	139.60
Turkey River Branch	1.51	1.89	.85	1.19	.08	.59														14.30	43.60
Waukon & Mississippi	.89	.83			.40					.07										4.20	23
Dubuque & Dakota, Tripoli to Hampton	.94	.45	1.72	.47	2.61	.53	1.47	.57	.28	7.33										17.16	55.26
Cedar Falls & Minnesota	3.32	3.71	3.31	1.91	3.52	.74	1.93	1.17	.81	3 03	1.29									12.60	75
Kansas City, St. Joseph & Council Bluffs																				39.79	53.80
Minneapolis & St. Louis, Fort Dodge to State Line	2.31	6.04	1.48	3.82	2.79	1.29	1.29	2.12	.68	5.59										28.24	89.67
Des Moines, Adel & Western	1.14	.34	1.57	.34	.38	1.86	.91	.38	.76	1.20		1.38				1.40				5.30	28.60
Fort Madison & Northwestern		.13	.30		.38	.22	.26	.52		.52										2.84	11.74
Lehigh & Judd																					
Bellevue and Cascade																					
Albia to Centerville, Missouri, Iowa & Nebraska	.61	1.00	.25	.19	.27	.61	.06	.53	.18	.45	.42	1.12	.95		.13					8.57	24.05
Albia to Moravia, Chicago, Burlington & Quincy		.80	.32			.53	.34	.57	.63	.47		.10								3.81	11.46
Keokuk & Northern, Keokuk to Mt. Pleasant	2.01	3.16	1.42	1.95	1.74	.64	3.05	1.20	.25	2.90	.93	1.38								11.04	47.91
Davenport Northwestern, Fayette to Jackson Junc.	1.00	.76	.56	.83	.85	.47	.45	2.58	1.15	4.03										3.64	25.06
Wilton to Muscatine	.15	1.25		.60	1.10	1.14	1 06	1.82												2.07	11.67

TABLE XXVI.

GRADES ASCENDING WEST AND NORTH.

RAILROADS.	RATE OF ASCENT PER MILE IN FEET.																				Total miles.
	5 feet.	10 feet.	15 feet.	20 feet.	25 feet.	30 feet.	35 feet.	40 feet.	45 feet.	53 feet.	58 feet.	64 feet.	69 feet.	75 feet.	80 feet.	84 feet.	90 feet.	95 feet.	105 feet.	Level.	
Chicago, Burlington & Quincy, main line	19.87	12.42	15.15	10.17	5.13	6.42	8.39	3.18	8.33	15.70	4.51	4.12	12.95	....	....	....	....	..	..	44.54	275
Chicago, Rock Island & Pacific, main line	27.01	11.86	12.90	9.13	16.25	8.52	8.96	18.07	3.77	14.83	2.09	....	....	....	....	....	....	....	....	73.22	517
Chicago & Northwestern, main line	34.36	16.09	16.50	10.25	13.47	6.42	10.66	10.99	2.46	12.50	....	1.61	.49	1.00	1.36	....	....	....	....	95.76	350
Illinois Central, main line	13.84	10.40	11.38	13.09	11.31	5.66	9.09	13.86	17.42	12.16	2.54	2.56	....	3.86	.17	.42	....	....	....	75.68	327
Chicago, Milwaukee & St. Paul, main line	11.96	13.14	9.20	10.55	12.80	7.16	12.71	14.71	8.01	21.74	2.25	1.93	.19	....	....	....	....	....	....	67.60	292
Chariton to Mt. Ayr	3.07	2.85	2.21	1.27	1.87	.98	1.06	2.16	1.55	5.17	1.26	4.60	6.36	.45	....	....	....	....	....	12.92	75
Chariton to Indianola	.55	1.02	1.48	.86	.70	.43	.80	1.38	.74	.64	.52	1.36	2.67	.21	.42	.81	....	....	....	2.80	32
Creston to State line	2.12	1.95	.49	.59	.83	.76	1.00	.83	1.32	1.12	....	....	....	....	....	....	....	....	....	9.85	44
Creston to Greenfield and Fontanelle	1.18	1.40	1.02	.36	2.71	.53	.19	1.44	.61	.32	....	.19	.15	....	....	....	....	....	....	8.85	28
Villisca, Clarinda, and State line	1.42	1.21	.48	.81	.55	.28	.09	.24	.66	.51	....	....	....	....	....	....	....	....	....	10.17	26
Hastings to Sidney	.53	.57	.63	.30	.51	....	.80	.15	.13	.68	....	.82	1.27	....	....	....	....	....	....	9.94	25
Albia, Knoxville, and Des Moines	3.02	1.46	4.34	1.02	1.51	1.58	3.54	1.42	2.82	4.20	.09	.21	.38	....	....	.29	....	....	....	12.92	68
Burlington & Keokuk	4.07	3.64	1.21	.99	.27	.46	.86	.80	.13	.57	....	....	....	....	....	....	....	....	....	12.94	42
Hastings to Losh's Mills	1.59	.55	1.91	.51	.36	.27	....	.70	....	.91	....	....	....	....	....	....	....	....	....	4.26	16.5
Red Oak to Griswold	1.72	2.39	.91	1.23	.82	....	.29	.40	....	.59	....	....	....	....	....	....	....	....	....	5.40	18
Red Oak to Hamburg	2.39	2.31	1.27	2.48	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	15.30	39
Davenport to Knoxville	8.43	3.04	3.51	6.87	3.73	2.50	3.56	7.43	2.58	16.50	.13	....	....	....	....	....	....	....	....	20.33	114 67
Washington to State line	5.43	6.67	5.93	2.44	4.75	3.77	3.45	4.77	1.65	8.41	1.02	6.04	1.23	1.46	1.70	....	....	....	....	21.23	130
Des Moines to Indianola and Winterset	3.26	3.96	1.27	1.21	4.28	.97	....	.97	.34	1.31	.64	2.56	.64	.19	....	....	....	....	....	19.31	49
Atlantic to Audubon	6.12	3.43	.66	1.08	1.55	.62	....	.26	.74	.38	....	....	....	....	....	....	....	....	....	5.64	24.6
Avoca to Harlan	1.70	1.90	1.08	.19	.87	.19	....	....	....	.62	....	....	....	....	....	....	....	....	....	3.70	12
Atlantic to Griswold	....	....	1.23	.36	.74	1.61	....	.19	....	.57	....	.23	.25	....	....	....	....	....	....	6.49	14.71
Avoca to Losh's Mills, Carson	4.73	1.80	.81	....	1.82	....	.19	....	....	.38	....	....	....	....	....	....	....	....	....	5.52	17.32
Guthrie to Guthrie Center	1.31	.28	.10	....	.38	.47	....	.66	....	.43	.13	.86	....	....	....	....	....	....	....	1.54	14.20
Clinton to Anamosa	1.48	.85	3.30	.74	5.23	1.69	.36	1.34	.15	14.15	....	....	....	....	....	....	....	....	....	18.89	71
Maple River road	.57	1.89	2.65	3.66	1.41	1.27	....	2.82	....	....	....	....	....	....	....	....	....	....	....	14.33	60
Stanwood to Tipton	.76	....	....	....	....	.19	.08	....	.15	.74	.19	.95	.17	....	....	....	....	....	....	1.45	8.50
Wall Lake to Sac City	1.95	1.50	1.40	....	.76	....	.36	.24	.32	.28	....	....	....	....	....	....	....	....	....	2.40	12.7
Tama City to Garwin	4.55	2.95	.19	.95	.08	.59	.11	....	....	....	....	....	....	....	....	....	....	....	....	1.61	12
Burlington & Southwestern	9.01	2.86	1.69	3.00	2.48	.72	1.10	2.21	1.91	1.88	1.79	1.55	9.17	....	....	....	....	....	....	25.32	77.76
Burlington & Northwestern to Washington	8.05	1.83	.76	.70	1.16	.44	.21	....	.47	.79	1.14	....	3.11	....	....	....	....	....	....	4.14	37.10
Burlington, Cedar Rapids & Northern, main line	21.40	15.59	10.89	4.70	10.43	9.28	4.92	7.60	4.15	11.82	5.25	4.59	.11	....	....	....	....	....	....	72.02	251
Cedar Rapids to Postville	2.35	3.90	2.46	3.47	3.96	5.66	3.35	1.78	2.59	8.33	1.38	1.67	2.25	.41	.91	....	....	....	....	18.19	98
Vinton to Holland	3.43	3.71	2.39	.59	3.00	1.12	1.02	1.25	2.31	3.05	2.09	.72	....	1.00	.43	....	....	....	....	38.40	71
Muscatine to Riverside	.57	2.00	1.48	.85	1.36	.47	1.46	.30	....	.57	....	1.51	1.48	.19	....	....	....	.83	....	9.26	31.00
Elmira to What Cheer	5.13	3.86	3.01	2.75	....	4.15	1.36	.93	2.23	.19	2.12	....	.53	.67	.13	....	....	....	....	15.73	66 64

TABLE XXVI—CONTINUED.

RAILROADS.	RATE OF ASCENT PER MILE IN FEET.																				Total miles.
	5 feet.	10 feet.	15 feet.	20 feet.	25 feet.	30 feet.	35 feet.	40 feet.	45 feet.	53 feet.	58 feet.	64 feet.	69 feet.	75 feet.	80 feet.	84 feet.	90 feet.	95 feet.	105 feet.	Level.	
Central Iowa Railway	15.97	8.98	6.32	7.82	7.25	7.42	6.04	6.31	3.79	11.38	4.41	2.74	2.18	1.21	....	....	....	....	....	17.01	189
Keokuk & Des Moines	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Des Moines & Fort Dodge	9.73	7.29	2.77	3.44	1.78	1.34	.50	1.18	1.29	5.91	....	....	....	....	....	....	....	....	....	25.42	88
Des Moines & Minneapolis to Callanan	2.00	3.57	1.05	2.65	2.31	.81	.35	1.14	1.06	3.83	.72	1.26	.32	1.10	.21	.21	.34	.36	....	14.11	58
Missouri, Iowa & Nebraska	3.14	2.03	3.62	1.23	1.90	5.50	.30	.60	.21	1.21	.68	....	5.47	....	....	....	....	....	....	1.55	39.55
St. Louis, Kansas City & Northern, Wabash	1.31	.19	1.04	1.06	.47	.32	.41	.21	1.16	2.21	.21	1.00	.99	2.86	1.06	....	....	....	....	6.46	43
Council Bluffs & St. Louis, Wabash	4.49	1.50	2.56	1.27	.30	1.21	.15	.45	.43	.63	....	6.90	9.43	....	....	....	....	....	....	14.04	69
Clarinda to State line, Wabash	....	1.46	.64	.57	.47	....	.45	.89	....	....	....	....	....	....	....	....	....	....	....	4.77	11.42
Sioux City & St. Paul	9.07	4.59	3.11	1.70	5.15	2.00	1.44	1.46	.38	2.44	....	....	....	....	....	....	....	....	....	15.96	57
Sioux City & Pacific	16.57	.09	....	.09	.34	....	....	....	....	....	....	....	....	....	....	....	....	....	....	46.73	76
Sioux City & Dakota	....	....	....	....	....	....	....	....	....	.41	....	....	....	....	....	....	....	....	....	....	....
Milwaukee & St. Paul, Sabula to Cedar Rapids	4.59	5.80	4.81	1.36	4.28	2.25	1.93	2.07	1.59	10.00	3.28	....	....	....	....	....	....	....	....	22.97	93.00
Milwaukee & St. Paul, State line to Mason City	1.41	.66	1.32	.26	.98	.53	.52	2.97	.85	....	....	....	....	....	....	....	....	....	....	17.04	40
Milwaukee & St. Paul, State line to Calmar	1.08	1.44	2.29	.72	2.09	3.90	3.07	....	....	.45	....	....	....	....	....	....	....	....	....	41.23	68.00
Milwaukee & St. Paul, Conover to Decorah	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	7.74	9.00
Milwaukee & St. Paul, Davenport to Fort Atkinson	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Milwaukee & St. Paul, Eldridge to Maquoketa	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Clinton, Dubuque, and State line	8.24	15.23	2.14	.45	2.01	.11	.38	.41	....	....	....	....	....	....	....	....	....	....	....	88.30	139.60
Turkey River Branch	7.88	4.19	3.05	3.51	2.56	.85	.72	.32	....	.11	....	....	....	....	....	....	....	....	....	14.30	43.60
Waukon & Mississippi	1.34	1.21	1.12	2.06	1.53	1.53	1.02	.81	1.04	1.78	.60	.55	.58	.26	.40	....	....	....	.17	4.20	23.00
Dubuque & Dakota, Tripoli to Hampton	2.27	.96	3.23	1.23	2.27	.56	.98	1.50	....	8.73	....	....	....	....	....	....	....	....	....	17.16	55.26
Cedar Falls & Minnesota	6.80	4.30	4.70	3.16	5.85	2.70	.66	1.12	1.95	4.83	.25	.51	.21	.62	....	....	....	....	....	12.60	75
Kansas City, St. Jo. & Council Bluffs	13.82	.19	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	39.79	53.80
Minneapolis & St. Louis, Fort Dodge to State line	5.83	4.91	2.78	2.52	3.18	2.06	2.74	2.48	1.42	5.91	....	....	....	.19	....	....	....	....	....	28.24	89.67
Des Moines, Adel & Western	1.76	.59	....	.83	.97	1.12	.65	.34	.97	.93	....	.79	....	.15	....	.38	2.16	....	....	5.30	28.60
Fort Madison & Northwestern	1.31	.81	.68	.46	.15	.34	1.63	.19	.30	....	38	....	....	....	.57	....	....	....	.57	2.84	11.74
Lehigh and Judd	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Bellevue & Cascade	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Albia to Centerville, Missouri, Iowa & Nebraska	.15	.47	1.50	1.34	.61	.13	.57	....	....	.80	.21	.42	1.53	.51	.28	....	....	....	....	8.57	24.05
Albia to Moravia, Chicago, Burlington & Quincy	.47	.68	.91	.34	.81	.38	....	....	.30	....	....	....	....	....	....	....	....	....	....	3.81	11.46
Keokuk & Northern, Keokuk to Mt. Pleasant	.85	3.70	1.51	1.44	.85	.76	.64	.47	.28	1.57	1.08	2.33	....	....	....	....	....	....	....	11.04	47.91
Davenport & Northwestern, Fayette to Jackson Junc.	....	.38	1.21	.28	.38	1.13	1.19	1.17	3.00	....	....	....	....	....	....	....	....	....	....	3.64	25.06
Wilton to Muscatine	.19	....	....	.30	.11	1.31	....	.57	....	....	....	....	....	....	....	....	....	....	....	2.07	11.67

REPORTS

OF THE

RAILROAD COMPANIES

FOR THE YEAR ENDING JUNE 30, 1882.

REPORT

OF THE

BURLINGTON, CEDAR RAPIDS & NORTHERN

RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association		$ 10,000,000.00
Amount authorized by vote of the company		5,500,000.00
Amount issued, number of shares, $55,000; amount paid in		5,500,000.00
Total amount paid in as per books of the company		5,500,000.00
Amount of stock per mile of road	$ 8,696.20	
Amount of stock representing the road in Iowa.	5,500,000.00	

Amount of stock held in Iowa. Can't tell
Total number of stockholders. About 725.
Number of stockholders in Iowa. Don't know.

DEBT.

Funded debt as follows:

First mortgage bonds due June, 1906, rate of interest five per cent		$ 6,500,000.00
Interest paid on same during the year	$ 325,000	
Minneapolis & St. Louis bonds due June, 1927, rate of interest seven per cent		150,000.00
Interest paid on same during the year	$ 10,500	
Iowa City & Western bonds due September, 1909, rate of interest seven per cent		584,000.00
Interest paid on same during the year	$ 40,880	
Cedar Rapids, Iowa Falls & Northwestern Railway bonds due April, 1920, rate of interest six per cent		825,000.00
Interest paid	$ 49,500	
Cedar Rapids, Iowa Falls & Northwestern Railway bonds due, rate of interest five per cent		1,000,000.00
Six months' interest paid	$ 25,000	
Total amount of funded debt		9,059,000.00

Floating debt:

Incurred for construction		
Vouchers and pay rolls	$ 170,617.07	
Bills payable	85,000.00	
Total amount of floating debt		255,617.07
Contingent liability as guarantor of bonds or debts of other roads		
Total amount of debt liabilities		$ 9,314,617.07
Amount of debt per mile of road, average 596 miles	$ 15,628.55	
Total amount of stock and debt	14,814,617,07	
Amount of stock and debt per mile of road	24,856.74	

COST OF ROAD AND EQUIPMENT.

Construction of road and branches (not reported separately)		$ 11,983,177.71
Grading, bridging and masonry		6,096.09
Side tracks		21,153.71
Sidings		9,857.55
Passenger and freight stations, coal sheds and water stations		19,113.79
Engine houses, car sheds and turntables		37,590.03
Machine shops, including machinery and tools		137.75
Engineering		200.00
Total expended for construction		$ 12,077,326.63
Average cost of construction per mile of road (632.46 miles)	$ 19,095.80	
Proportion of cost of construction for Iowa	11,822,608.52	

COST OF EQUIPMENT.

Locomotives	$ 538,037.96
Passenger, mail, baggage, and express cars	153,659.40
Freight and other cars	1,011,210.98
Total for equipment	1,702,908.34
Average cost of equipment per mile of road operated by company	
Proportion of cost of equipment for Iowa	
Total cost of road and equipment	$ 13,780,234.97
Average cost of road and equipment per mile	$ 2,692.51
Proportion of cost of road and equipment for Iowa	13,506,355.92
Average cost of road and equipment per mile in Iowa	21,788.81

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Purchase of other roads (specifying same) and all particulars:	
Chicago, Clinton & Western Railway	$ 288,223.86
Total for construction	288,223.86

EQUIPMENT.

Locomotives	$ 22,109.03
Passenger, mail, baggage, and express cars	40,580.00
Freight and other cars	76,110.34
Total for equipment	138,799.37
Any other expenditures charged to property account	
Total expenditure charged to property accounts	$ 427,023.23
Net addition to property account for the year	$ 138,799.37

GENERAL EXHIBIT.

Total earnings		$ *2,553,405.34
Total expenses, including taxes		1,739,276.49
Net earnings		814,128.85
Rentals, specifying amount paid to each company:		
Iowa Central Railway	$ 14,495.85	
Chicago, Rock Island & Pacific Railway	400.00	
Interest paid on funded debt, including leased lines		451,055.48
Dividends declared. None.		
Balance for the year, cash on hand		28,682.04
Balance at commencement of the year		43,210.40
Balance at the close of the year, June 30, 1882		28,682.04
Income from other sources than earnings		36,639.80
Total income from all sources for the year		$ 2,590,045.14

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers		$ 533,715.90
From express and baggage		20,300.33
From mails		33,919.19
Total earnings, passenger department		587,935.42
Earnings per train mile run (602,902 miles)	$.97.51	
Earnings, freight		1,955,984.99
From other sources, freight department		5,284.93
Total earnings, freight department		1,961,269.92
Earnings per train mile run (1,447.957 miles)	$1.35.45	
Total transportation earnings		*2,553,405.34
Earnings per train mile run, from all trains earning revenue (2,050,859 miles)	$ 1.24.299	
Earnings per mile of road operated (average 596 miles)	4,284 23	
Proportion of earnings for Iowa, miles 596.12.57	2,499,552.48	
Rents received for use of road		4,200.00
Rents received for use of stations, etc., none.		
Income from all other sources		36,639.80
Total income from all sources		$ 2,590,045.14
Proportion of income for Iowa	$ 2,535,419.68	

* Includes $4,200 rent of track.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 273,699.67
Renewal of rails	162,964.51
No. tons laid, steel 12,255.	
No tons laid, iron, none.	
Renewal of ties	61,930.94
No laid, 162,156.	
Repairs of bridges, including culverts and cattle-guards	66,688.26
Repairs of fences, road-crossings, and signs	27,891.69
Repairs of buildings, stations, and water-tanks	45,546.02
Total	$ 638,721.09

* Includes $4,200 track rental.

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives		$ 115,858.31
Repairs of passenger cars		28,324.67
Repairs of freight cars		125,793.50
Total		$ 269,976.48

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives		$ 173,860.80
Water supply		4,621.55
Oil and waste		23,010.00
Locomotive service		141,027.92
Passenger train service		24,357.63
Passenger train supplies		10,237.45
Mileage of passenger cars (debit balance)		4,743.51
Freight train service		103,772.53
Freight train supplies		13,889.53
Mileage of freight cars (debit balance)		5,349.02
Telegraph expenses (maintenance and operating)		21,894.76
Damage and loss of freight and baggage		3,948.78
Damage to property and cattle		26,510.82
Personal injuries		17,682.54
Agents and station service		91,817.08
Station supplies		10,059.99
Total		$ 676,783.91

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 49,225.52
Legal expenses		6,742.74
Insurance		3,675.00
Stationery and printing		13,267.45
Outside agencies and advertising		21,998.74
Contingencies		11,396.39
Taxes in Iowa	$ 46,479.04	
Taxes in Minnesota	1,010.13	
Total taxes		47,489.17
Total		$ 153,795.01

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$ 638,721.09
Maintenance of motive power and cars		269,976.48
Conducting transportation		676,783.91
General expenses, including taxes		153,795.01
Total operating expenses and taxes		1,739,276.49
Operating expenses and taxes per mile of road, average 596 miles		2,918.25
Operating expenses and taxes per train mile run, for trains earning revenue (2,050,859 miles); cents	84.75	
Proportion of operating expenses and taxes for Iowa		1,603,191.91
Expenses of running and management of passenger trains		219,959.11
Expenses of running and management of passenger trains, per train mile, 602,902 miles; cents	36.48	
Expenses of running and management of freight trains		507,448.88
Expenses of running and management of freight trains, per train mile, cents		35.04
Expenses of running and management of all trains earning revenue, cents		35.46

GENERAL RECAPITULATION.

Total income		$ 2,590,045.14
Total operating expenses and taxes		1,739,276.49
Net income above operating expenses and taxes		850,768.65
Net income above operating expenses, taxes, and interest		399,713.17
Gross income per train mile run (2,288.657 miles)	$ 1.13.17	
Net income per train mile run (2,288.657 miles); cents	17.465	
Percentage of net income to stock and debt	2.698	
Percentage of net income to cost of road and equipment	2.9	

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year	$
Surplus at the close of the year	
The amount invested in railroad stocks	
Give the name of each road, and the number of shares owned in each of them and the par value of shares	
The amount invested in railroad bonds, the number of bonds, and the par value of each, the name of each road, and the amount invested in the bonds of each	
The amount of its own stock or bonds owned by the company	
Amount absorbed in construction	
Amount in material and balance from other roads	

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE, 30, 1882.

DEBIT.

Cost of consolidated road, equipment, and property		$ 13,780,234.97
Proprietary railroad, Chicago, Clinton & Western		288,223.86
Cost of leased lines:		
Iowa City & Western Railway	$ 659.566.34	
Cedar Rapids, Iowa Falls & Northwestern	1,775,306.27	
		2,434,872.61
Coupon interest paid to June 30, 1882		451,055.48
Assets:		
Capital stock not issued		4,500,000.00
Due from railway and express companies	$ 17,638.02	
Due from station balances	39,728.29	
Due from bills receivable	485.00	
Real estate	21,705.90	
Cash on hand	28,682.04	
		108,239.25
Material and fuel account:		
Machinery department	$ 99,479.65	
Engineer's department	155,642.40	
		255,122.05
Total		$ 21,817,748.22

CREDIT.

Capital stock		$ 10,000,000.00
Funded debt:		
Bonds of B., C. R. & N. R'y, 5 per cent currency	$ 6,500,000.00	
Bonds of M. & St. L. R'y, 7 per cent gold	150,000.00	
Bonds of C. R., I. F. & N. W. R'y, 6 per cent	825,000.00	
Bonds of C. R., I. F. & N. W. R'y, 5 per cent	1,000,000.00	
Bnds of I. C. & W. R'y, seven per cent	584,000.00	
		9,059,000.00
Unfunded debt:		
Vouchers and pay-rolls	$ 170,617.07	
Bills payable	85,000.00	
		255,617.07
Income:		
Lots leased and sold	$ 1,898.94	
Miscellaneous	34,740.86	
Net earnings	2,466,491.35	
		2,503,131.15
Total		$ 21,817,748.22

DESCRIPTION OF ROAD.

Length main line of road from Burlington to Albert Lea	*241.82
Length main line of road in Iowa	229.25
Length main line of road in Minnesota	12.57
Branches owned or leased by this company:	
Milwaukee Division, from Lewis to Postville, single track	94.13
Muscatine Division, from Muscatine to Riverside, single track	30.58
Pacific Division, from Vinton to Holland, single track	48.12
Iowa City Division, from Elmira, What Cheer, Thornburg, and Montezuma	83.02
Iowa Falls Division, from Holland to Emmettsburg	111.49
Chicago, Clinton & Western, from Clinton to Noe's, not in operation yet	23.30
Total length of branches owned by this company	390.64
Total length of branches owned by this company in Iowa	390.64
Total length of road belonging to this company	632.46
Aggregate length of sidings and other tracks not above enumerated	61.70
Same in Iowa	60.80
Aggregate length of track, computed as single track, exclusive of sidings	632.46
Same in Iowa	619.89
Total length of steel rails in tracks in Iowa, exclusive of sidings	351.40
Total length of iron rails in tracks in Iowa, exclusive of sidings	268.49
Weights per yard, steel 52, 56, and 60.	
Weights per yard, iron 52, and 54.	
Gauge of track 4 feet 8½ inches.	

* Does not include 11.39 miles from Manly Junction to Northwood, leased from the Iowa Central Railway.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description, and length of each: Iowa Central, from Manly Junction to Northwood.	
Total length of above road, miles	11.39
Total length of above road in Iowa, miles	11.39
If any part of the road was first opened for operation during the past year, state the date. From Clarion to Emmetsburg, about October 1, 1881.	
Total number of miles operated by this company	620.55
Total miles road operated by this company in Iowa	617.98

STATIONS.

Number of stations on all roads owned by this company	99
Same in Iowa	96
Number of stations on all roads operated by this company	99
Same in Iowa	96
Number of telegraph offices in stations in Iowa	99

EMPLOYES.

Number of persons regularly employed on all roads operated by this company (including officials and clerks at general office, 63)	2,080
Amount paid employes, including officials, on all roads operated by this company—whole line	$ 947,471.73

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	2	292
Combination bridges over 100 feet in length	17	4,770
Iron bridges over 100 feet in length	1	113
Wooden truss bridges under 100 feet in length	36	2,204
Wooden trestle and pile	923	54,222

ARCH CULVERTS AND VIADUCTS IN IOWA.

Less than 20 feet opening (Iowa City Division)	2

BOX CULVERTS IN IOWA.

Timber	824
Stone	77

CATTLE-GUARDS.

Number of in Iowa	1,071

RENEWALS OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)		364,600
Amount of trestle work replaced with earth during the year, lineal feet	67	3,648
Timber culverts replaced with timber. No record kept.		

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length.
Toddville	Howe Truss, pony	Wood	May, 1882	80 ft.
Traer		Wood	January, 1882	80 ft.
Goldfield		Wood	September, 1881	80 ft.
Livermore		Wood	October, 1881	80 ft.
Independence	Combination	Wood and iron	April, 1882	146 ft., 11¾ in.
Elgin		Wood and iron	April, 1882	146 ft., 11¾ in.
River Junction		Wood and iron	January, 1882	146 ft.
Iowa City		Wood and iron	November, 1881	168 ft., 3 in.
Livermore		Wood and iron	February, 1882	146 ft., 11¾ in.
Adams		Wood and iron	Finished June, 1882	628 ft., 10½ in.

Give the average number of years the trestle and pile bridges last on your roads in Iowa 7

Give the average number of years that wooden truss bridges last on your roads in Iowa 8

ROAD-BED AND TRACK.

Number of track sections in Iowa 105

Average length of sections, miles 6.35

Average number of men in each section gang 5.3

Number of new ties laid in track during the year in Iowa 162,156

Average number of new ties per mile of road 326

New rails laid in track during the year in Iowa—steel (1,225.5 tons), miles 15

Total track laid with new rails during the year in Iowa, miles. 15

What is the average number of years that iron rails last in your track on main line in Iowa ..... 3 to 4

What is the average number of years that iron rails last in your track on branches in Iowa ..... 4 to 8

What is the average number of years that steel rails last in your track on main line in Iowa ..... Laid in 1876, still good.

What is the average number of years that ties last in your track in Iowa ..... White oak, 6; Soft wood, 4

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

C., R. I. & P. R. R., at Columbus Junction.
Muscatine Div. B., C. R. & N. R. R., at Nichols.
C., R. I. & P. R. R., at West Liberty.
C. & N. W. R. R., at Cedar Rapids and Goldfield.
Illinois Central R. R., at Cedar Falls, Independence, and Iowa Falls.
Dubuque & Dakota R. R., at Clarksville.
C., M. & St. Paul R. R., at Nora Junction, Plymouth Junction, Emmetsburg, and Donnan.
Iowa Central R. R., at Abbott.
M. & St. Louis Railway, at Livermore.

What railroads cross your road, either over or under, and at what locality?

C., M. & St. P. R. R., at Linn Junction, overhead, main line.
C., M. & St. P. R. R., at Linn Junction, overhead, Milwaukee Div.
C., R. I. & P. R. R., at Iowa City, overhead, Iowa City Div.

Number of highway crossing at grade 740

Number of highway crossings at which there are flagmen 1

Number of highway crossings over railroad 2

Number of highway crossings under railroad 2

Number of highway bridges 18 feet above track 1

Number of highway bridges less than 18 feet above track 1

FENCING IN IOWA.

How many miles of fencing have you on your road	277.7
What is the average cost per rod	$ 1.00
What is the total cost of same	88,864.00
How many miles of new fencing have you built during the year	34.6
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Des Moines county	1.8
In Benton county	14.2
In Black Hawk county	12
In Bremer county	2.5
In Butler county	14.6
In Floyd county	12.9
In Cerro Gordo county	3.8
In Worth county	16.5
In Linn county	11
In Buchanan county	19.5
In Fayette county	36
In Winneshiek county	1
In Allamakee county	1.3
In Muscatine county	9.3
In Johnson county	15.2
In Washington county	27.3
In Tama county	11
In Grundy county	19.2
In Hardin county	14.2
In Franklin county	11.5
In Wright county	23.3
In Humboldt county	23.4
In Kossuth county	4.3
In Palo Alto county	15.5
Total miles	321.3

ROLLING STOCK.

Number of locomotives	64
Number of passenger cars	20
Number of baggage, mail, and express cars, including combination cars (8)	20
Number of chair cars	2
Number of box freight cars	1,599
Number of stcck cars	111
Number of platform and coal cars	514
Number of other cars	39
Total	2,305

Maximum weight of locomotives and tenders, tons	36½
Average weight of locomotives and tenders, tons	30¾
Number of locomotives equipped with train-brake	18
Kind of brake, Westinghouse air-brake.	
Maximum weight of passenger cars, tons	24
Average weight of passenger cars, tons	22
Number of cars equipped with train-brake	44
Kind of brake, Westinghouse air-brake.	
Number of passenger cars equipped with Miller platform and buffer	44

The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Do not know.

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	602,902
Miles run by freight trains during the year	1,447,957
Miles run by switching trains during the year	184,894
Miles run by other trains during the year	52,904
Total train mileage	2,288,657

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	3
Average weight of passenger trains, exclusive of passengers, tons	109
Average number of cars in freight trains	18
Average weight of freight trains, exclusive of freight, tons	247

PASSENGER TRAFFIC.

Number of through passengers carried	5,983
Number of local passengers carried	469,207
Total number of passengers carried	475,190
Total passenger mileage, or passengers carried one mile	20,658,637
Average distance traveled by each passenger, miles	43.47
Average amount received from each passenger	$ 1.12
Highest rate of fare per mile for any distance (local), cents	3½
Lowest rate of fare per mile for any distance (local), cents	3
Average rate of fare per mile for all passengers (local and through), cents	2.585

FREIGHT TRAFFIC.

Total tons of freight carried	1,627,920
Total freight mileage, or tons carried one mile	147,465,549
Average rate per ton per mile received for through freight	
Average rate per ton per mile received for local freight	
Average rate per ton per mile received for all freights	
Average rate per ton per mile received from freight to and from other roads	1.329
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa	

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	15,226,694
Number of miles run by loaded freight cars west and north	
Number of miles run by empty freight cars east and south	5,649,609
Number of miles run by empty freight cars west and north	
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	About as 1 to 3.
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles	26
Rate of speed of freight trains, including stops, miles	11

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	377,347	23.18
Flour and meal	104,162	6.39
Provisions (beef, pork, lard, etc.)	25,249	1.55
Animals	138,061	8.48
Agricultural implements	9,388	.58
Lumber and forest products	170,031	10.44
Coal	506,389	31.11
Seed (principally flax)	24,149	1.48
Salt, lime, cement, stone, brick, etc	34,319	2.11
Butter and eggs	3,375	.21
Iron, steel, and castings	47,454	2.92
Manufactures	29,761	1.83
Merchandise, and other articles not enumerated above	158,235	9.72
Total tons carried	1,627,920	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? The American Express Company, which pays us $75 a day. The United States Express Company pays us $6 per day.

TRANSPORTATION COMPANIES.

Oliver Adams, agent; general office, New York; amount paid, $19,848.00.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? The Pullman sleepers are run on this road; we pay three cents per mile; by Pullman Palace Car Co.; from $1.50 to $2.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Paid to Pullman Palace Car Co., $4,779.08. Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. Three cents per mile; paid to the treasurer of the Pullman Palace Car Co.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? We received $32,531.08 during the year ending June 30, 1882.

What amount have you paid for receiving and delivering mail to and from stations on your road? $952.00.

TELEGRAPH.

How many miles of telegraph are owned by your company? None; all owned by the Western Union Telegraph Co.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.				
August	29	Unknown; tramp	Clarksville	Found dead on box-car loaded with railroad iron.
September	6	Maggie Quirk; single; 25 years	Independence	Threw herself in front of moving freight train; supposed to have been insane.
September	14	S. N. Neal, express messenger	Wellman	Collision; stood on rear end of train just moving out of station; tried to signal approaching train; his own fault, as he could have saved himself by stepping off.
October	12	Wm. Hardy, engineer	Mount Auburn	Track torn up by train-wreckers.
October	20	H. Robberts, brakeman	Greene	Foot slipped in getting on engine.
December	3	M. H. Maul, laborer	Garrison	Fell off front end of moving hand-car.
December	8	A. Botsfield, brakeman	Manly Junction	Knocked off side of freight car by colliding with corner of elevator; his own fault.
1882.				
January	17	M. R. Riley, brakeman		Fell between freight cars while in motion.
February	22	R. L. Tompkins, brakeman	Greene	Knocked off side of freight car by corner of coal-house; his own fault.
May	8	W. Deizenburg, boy	What Cheer	Attempted to jump on switch-engine; his own fault.

INJURED.

1881.				
August	8	P. Cory, switchman	Cedar Rapids	Foot slipped in attempting to jump on moving car; no one to blame.
August	15	F. Rasderstrom, laborer	Sand pit, near Ely	Bank caved in while digging for gravel; his own fault; he was notified place was dangerous.
August	15	W. Grundol, laborer	Sand pit, near Ely	Bank caved in while digging for gravel; his own fault; he was notified place was dangerous.
August	22	H. Player, stockman	Between Greene and Clarksville	Freight train wrecked by a car jumping the track; man was riding on top of train; his own fault.
September	29	Chas. Hanover, brakeman	West Branch	Coupling cars; no one to blame.
October	12	J. Crawford, tramp	Iowa Junction	Attempting to jump on moving train; his own fault.
October	17	Del. Calkins, engineer	Iowa City	Engine fell through a bridge badly weakened by a sudden raise of the water; no one to blame.
October	17	E. A. Joice, fireman	Iowa City	Engine fell through a bridge badly weakened by a sudden raise of the water; no one to blame.

REPORT OF ACCIDENTS—CONTINUED.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
November 18	H. Shepard, brakeman	Solon	Coupling cars; no one to blame.
November 19	Wm. Forbush, passenger	Rockford	Train jumped the track; no one to blame.
November 19	W. E. Hertur, passenger	Rockford	Train jumped the track; no one to blame.
November 22	M. K. Fisher, brakeman	Iowa Falls	Coupling cars; no one to blame.
December 20	Jas. Rhodus, conductor	West Liberty	Coupling cars; no one to blame.
1882.			
January 17	Jas. C. Hawes, brakeman	Wellman	Coupling cars; no one to blame.
January 20	Jas. Rippel, laborer	Graham	Fell off dumping car; his own fault.
January 30	H. T. Harman, brakeman	Solon	Coupling cars; no one to blame.
February 1	T. Esseman, laborer	Burlington	Fell off plank in round-house; his own fault.
February 20	S. Sampson, switchman	Cedar Rapids	Coupling cars; no one to blame.
February 23	H. D. Newland, switchman	Cedar Rapids	Collision in yard; company at fault.
February 28	W. S. Winden, switchman	Cedar Rapids	Coupling cars; no one to blame.
March 6	J. P. McAllister, citizen	Burlington	Laid down on track; intoxicated; his own fault.
March 17	Jas Montgomery, switchman	Cedar Rapids	Coupling cars; no one to blame.
April 16	Jas. Lynch, section foreman	Greene	Riding on hand-car at night after work without orders; collided with passenger train; his own fault.
May 8	Richard Wayne, brakeman	LaPorte	Coupling cars; no one to blame.
May 19	Wm. Robbins, pump repairer	Dows	Caught his hand in machinery while oiling windmill.
June 22	Xaferwaber, tramp	Albert Lea	Attempted to crawl under freight train; his own fault.

TABULAR STATEMENT OF ACCIDENTS.

CAUSE OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Derailments	....	....	....	2	..	1
Collisions	....	....	1	....	1	....
Caught in frogs	....	....	....	....	....	....
Coupling cars	....	....	....	....	10	....
Falling from trains	...	4	....	....	3	....
Getting on and off trains	....	1	....	....	....	....
Train wrecking	...	1	....	....	....	....
Miscellaneous	...	...	...	....	9	....
Overhead obstructions	....	....	....	....	....	....
Stealing rides	....	....	2	....	....	....
Trespassers on track	...	...	1	....	....	....
Total	....	6	4	2	23	1

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	10
Number of persons injured during the year	26
Number of casualties purely accidental during the entire year	19
Number resulting from lack of caution, carelessness, or misconduct	9
Number of persons killed or injured while intoxicated	1
Number of trespassers on track killed or injured	1
Number of tramps or others stealing rides killed or injured	4
Suicides in Iowa	1
Train wrecking	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President and Corporation Counsel—Judge J. Tracy, Burlington, Iowa.
Secretary—S. S. Dorwart, Cedar Rapids, Iowa.
Treasurer—H. H. Hollister, New York.
Assistant Treasurer—C. Stickney, Cedar Rapids, Iowa.
General Superintendent—C. J. Ives, Cedar Rapids.
Division Superintendents—{ R. Williams, Cedar Rapids. John C. Fox, Cedar Rapids.
Chief Engineer—H. F. White, Cedar Rapids.
Superintendent of Telegraph—L. A. Bein, Cedar Rapids.
Auditor—J. C. Broeksmit, Cedar Rapids.
General Passenger and Ticket Agent—B. F. Mills, Cedar Rapids.
General Freight Agent—A. L. Mohler, Cedar Rapids.
General Solicitor—S. K. Tracy, Burlington.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Judge J. Tracy, Burlington, Iowa.
Charles Bard, Norwich, Connecticut.
C. D. Close, Iowa City, Iowa.
J. W. Blythe, Burlington, Iowa.
J. C. Peasley, Chicago, Illinois.
C. Lynde, Rock Island, Illinois.
J. N. Dewey, Des Moines, Iowa.
John I. Blair, Blairstown, New Jersey.
E. S. Bailey, Clinton, Iowa.
C. P. Squires, Burlington, Iowa.
Lyman Cook, Burlington, Iowa.
T. H. Griggs, Davenport, Iowa.
J. Carscadden, Muscatine, Iowa.

Date of annual meeting of stockholders, last Tuesday in February of each year.

Fiscal year of company ends December 31st.

General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA, }
COUNTY OF LINN. } ss.

C. J. Ives, General Superintendent of the Burlington, Cedar Rapids & Northern Railway Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of the company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) C. J. IVES,
[R. R. SEAL.] *General Superintendent.*

Subscribed and sworn to before me, this 14th day of September, A. D. 1882.

JOHN C. BROEKSMIT,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO, BURLINGTON & KANSAS CITY

RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	$ 8,000,000.00
Amount issued, number of shares	None.
Total amount paid in as per books of the company	$ 8,000,000.00

DEBT.

Funded debt as follows:

First mortgage bonds due September 1, 1921; rate of interest, four per cent	$ 4,300,000.00
Interest paid on same during the year	
Total amount of funded debt	$ 4,300,000.00
Total amount of floating debt	293,305.77
Total amount of debt liabilities	$ 4,593,305.77

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES.

No record.
Average cost of construction per mile of road (181 miles.) No record.
Proportion of cost of construction for Iowa. No record.

COST OF EQUIPMENT.

No record.

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

No record.
Total expenditures charged to property accounts. No record.
Property sold (or reduced in valuation on the books) and credited property accounts during the year (specifying same). None.

Amount the capital has been increased by stock or other dividends that is not represented by actual increase of property—dividing surplus or any other increase	None.
Net addition to property account for the year	None.

GENERAL EXHIBIT.

Total earnings		$ 248,136.10
Total expenses, including taxes		265,994.98
Net earnings		None.
Rentals, specifying amount paid to each company:		
Wabash, St. Louis & Pacific	$12,000.00	

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers. No record.		
From through passengers. No record.		
From all passengers		$ 61,142.19
From express and baggage		6,523.24
From mails		8,833.65
Total earnings, passenger department		$ 76,499.08
Earnings per train mile run, ... miles. No record.		
Earnings, freight:		
Total earnings, freight department		171,148.79
Earnings per train mile run, ... miles. No record.		
Total transportation earnings		$ 247,647.87
Earnings per mile of road operated, 181 miles	$ 1,368.22	
Proportion of earnings for Iowa	160,081.74	
Car mileage (credit balances)		
Income from all other sources, telegraph earnings		488.13
Total income from all sources		$ 248,136.10
Proportion of income for Iowa	$160,397.36	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track		$ 96,223.73
Renewal of rails, No. tons laid, steel, 4,901.	Cost included in above.	
Renewal of ties, No. laid, 48,000.	Cost included in above.	
Repairs of bridges, including culverts and cattle-guards		29,305.29
Repairs of fences, road-crossings, and signs		5,573.98
Repairs of buildings, stations, and water-tanks		6,207.59
Total		$ 137,310.59

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 12,471.59
Repairs of passenger and freight cars	11,823.81
Total	$ 24,295.40

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives (included in locomotive service)		
Water supply		$ 4,037.90
Oil and waste (included in locomotive and train service)		
Locomotive service		34,499.25
Passenger train service and supplies		15,591.99
Freight train service... } Included in passenger train service.		
Freight train supplies.. }		
Mileage of passenger and freight cars (debit balance)		6,005.78
Telegraph expenses (maintenance and operating)		1,490.02
Damage and loss of freight and baggage		1,037.29
Damages to property and cattle		7,187.91
Personal injuries		184.70
Agents and station service and station supplies		14,256.45
Total		$ 84,291.29

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 14,372.64
Legal expenses		471.37
Insurance		162.94
Stationery and printing (distributed to the different accounts)		
Contingencies		23.00
Taxes in Iowa	$3,733.69	
Taxes in other States	1,334.06	
Total taxes		5,067.75
Total		$ 20,097.70

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 137,310.59
Maintenance of motive power and cars	24,295.40
Conducting transportation	84,291.29
General expenses, including taxes	20,097.70
Total operating expenses and taxes	265,994.98

Operating expenses and taxes per mile of road	$1,469.58	
Operating expenses and taxes per train mile run, for trains earning revenue, ... miles. No record.		
Proportion of operating expenses and taxes for Iowa		171,941.46
Expenses of running and management of passenger trains. No record.		
Expenses of running and management of passenger trains, per train mile. No record.		
Expenses of running and management of freight trains. No record.		
Expenses of running and management of freight trains, per train mile. No record.		
Expenses of running and management of all trains earning revenue. No record.		
Percentage of expenses to income		107.197

GENERAL RECAPITULATION.

Total income	$ 248,136.10
Total operating expenses and taxes	265,994.98
Net income above operating expenses and taxes	None.
Are charges for transportation of company's supplies included in the earnings as reported for your road?	
No company's material carried free.	

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Construction	$ 4,513,960.52
Material	16,000.87
Due from agents and connecting lines	40,778.52
Accounts and bills receivable	2,232.19
Taxes	3,737.59
Insurance	162.94
Operating expenses	112,738.57
Cash	20,125.18
	$ 4,709,736.38

CREDIT.

Bonded debt, first mortgage bonds	$ 4,300,000.00
Due agents and connecting lines	202,237.77
Unpaid accounts and approved vouchers	91,068.00
Earnings	116,430.61
	$ 4,709,736.38

DESCRIPTION OF ROAD.

Length main line of road from Burlington, Iowa, to Laclede, Missouri, miles	181
Length main line of road in Iowa, miles	117
Length main line of road in Missouri, miles	64
Total length of road belonging to this company, miles	14
Aggregate length of sidings and other tracks not above enumerated, miles	7.68
Same in Iowa	3.7
Total length of steel rails in tracks in Iowa, exclusive of sidings, miles	16
Total length of iron rails in tracks in Iowa, exclusive of sidings, miles	
Weights per yard, steel, 56 pounds.	
Weights per yard, iron, 50 and 52 pounds.	
Gauge of track	4 feet 8½ in.

ROADS AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:

Chicago, Burlington & Quincy, between Burlington and Viele, length, miles	25
Wabash, St. Louis & Pacific Railway, between Bloomfield and Moulton, length, miles	14
Total length of above roads, miles	39
Total length of above roads in Iowa	39

Total length of above roads in other States (specifying each)..	None.
Total miles of road operated by this company, length, miles..	181
Total miles of road operated by this company in Iowa, length, miles	117

STATIONS.

Number of stations on all roads owned by this company	30
Same in Iowa	18
Number of stations on all roads operated by this company	*34
Same in Iowa	*22
Number of telegraph offices in stations in Iowa	14

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	350
Amount paid employes, including officials, on all roads operated by this company	$ 139,286.39

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	8	1,636
Wooden truss bridges under 100 feet in length	1	75
Wooden trestle and pile	137	12,216

BOX CULVERTS IN IOWA.

Timber	62
Stone	5

CATTLE-GUARDS.

Number in Iowa	288

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)	125,000
Amount of trestle work replaced with earth during the year (lineal feet)	57

ROAD-BED AND TRACK.

Number of track sections in Iowa	17
Average length of sections, miles	4 1/17
Average number of men in each section gang	3
Number of new ties laid in track during the year in Iowa	48,000
Average number of new ties per mile of road	336
New rails laid in track during the year in Iowa—steel [1,401 tons]—miles	15
Total track laid with new rails during the year in Iowa, miles	15
What is the average number of years that iron rails last in your track on main line in Iowa?	11
What is the average number of years that ties last in your track in Iowa?	9

* Of these, three stations are on the Chicago, Burlington & Quincy between Viele and Burlington, and one station on the Wabash, St. Louis & Pacific Railway between Moulton and Bloomfield.

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?
St. Louis, Keokuk & Northwestern Railroad at Donnellson, Iowa.
Chicago, Rock Island & Pacific Railroad at Farmington, Iowa.
Wabash, St. Louis & Pacific Railroad at Sedan, Iowa.

Number of highway crossings at grade	70
Number of highway crossings over railroad	None.
Number of highway crossings under railroad	2

FENCING IN IOWA.

How many miles of fencing have you on your road	22
What is the average cost per rod, cents	90
What is the total cost of same	$ 6,000.00
How many miles of new fencing have you built during the year	10
Give the number of miles needed on both sides of your track in each county in Iowa	No record.

ROLLING STOCK.

	LEASED.	OWNED.	TOTAL
Number of locomotives		9	9
Number of passenger cars		3	3
Number of baggage, mail, and express cars		3	3
Number of box freight cars		41	41
Number of stock cars		9	9
Number of platform cars		18	18
Number of coal cars	50	38	88
Number of other cars		4	4
Total			166

Maximum weight of locomotives and tenders, 60 tons.
Average weight of locomotives and tenders, 45 tons.
Number of locomotives equipped with train brake. One.
Kind of brake, Westinghouse air brake.
Maximum weight of passenger cars, 16 tons.
Average weight of passenger cars, 13 tons.
Number of cars equipped with train-brake. All.
Kind of brake, Westinghouse plain air brake.
Number of passenger cars equipped with Miller platform and buffer. All.
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. No record.

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	20
Rate of speed of freight trains, including stops, miles per hour	10

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company. One and one-half first-class rates for freight, and half fare for messenger. Take freight at depot.

U. S. MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? $8,888.71 per annum. Daily, except Sunday.

TELEGRAPH.

How many miles of telegraph are owned by your company? 53 miles.
What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Company. 105 miles.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
October 23	George Hopkins, brakeman	Cantril, Iowa	Falling between cars.
November 3	John Husel, citizen	Cascade, Iowa	Standing or walking on track; struck by train; company not responsible.

INJURED.

1881.			
December 19	—— Crowley, brakeman	Exline, Iowa	Foot hurt; draw-head breaking off dropped on his foot, while making coupling.
December 21	—— Wilson, brakeman	Bloomfield, Iowa	Two fingers mashed; caught between two coal oil barrels while unloading freight.
1882.			
April 29	James Kinney, brakeman	Caldwell, Iowa	Head and hip bruised; not serious; fell from train while in motion.
May 11	Michael Starr, brakeman	Pulaski	Arm cut off; head injured; will recover. Fell from freight train while in the line of duty.
May 21	Jim Blair, trackman	Willetts	Finger mashed; got finger caught between iron rails while loading.
May 25	Frank Taylor, citizen	Steuben	Head hurt; will recover. Was struck by passing train while lying on track.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.		INJURED.	
	Employes.	Others.	Employes.	Others.
Coupling cars			1	
Falling from train	1		2	
Miscellaneous			2	
Trespassers on track		1		1
Total	1	1	5	1

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	2
Number of persons injured during the year	6
Number of casualties purely accidental during the entire year	6
Number resulting from lack of caution, carelessness, or misconduct	2
Number of persons killed or injured while intoxicated. Cannot say.	
Number of tresspassers on track killed or injured	2

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—J. T. Remey, Burlington, Iowa.
Secretary and Treasurer—T. S. Howland, Burlington, Iowa.
General Manager—T. J. Potter, Chicago, Illinois.
General Superintendent—Jno. W. Smith, Keokuk, Iowa.
Chief Engineer—H. A. Sumner, Keokuk, Iowa.
Superintendent of Telegraph—H. H. Libbe, Keokuk, Iowa.
Auditor—Jno. L. Lathrop, Chicago, Illinois.
General Passenger and Freight Agent—J. H. Best, Jr., Keokuk, Iowa.
Attorney—H. H. Trimble, Keokuk, Iowa.

DIRECTORS.

J. T. Remey, Burlington, Iowa.
T. S. Howland, Burlington, Iowa.
W. W. Baldwin, Burlington, Iowa.
H. B. Scott, Burlington, Iowa.
H. B. Ransom, Burlington, Iowa.

Date of annual meeting of stockholders, Wednesday after fourth Monday in April.
Fiscal year of company ends, December 31st.
General offices of the company are located at Burlington, Iowa.

STATE OF IOWA, }
COUNTY OF LEE. } ss.

John W. Smith, General Superintendent of the Chicago, Burlington & Kansas City Railway Company, being duly sworn deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) JNO. W. SMITH,
General Superintendent.

Subscribed and sworn to before me, this 14th day of September, A. D. 1882.

PHIL. MEYLING,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CENTRAL IOWA RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association		$ 7,000,000.00
Amount authorized by vote of the company, with power to increase		19,000,000.00
Amount issued, number of shares, 58,200; amount paid in		5,820,000.00
Amount paid in on shares not issued, number of shares full.		
Amount of common stock issued		3,750,000.00
Amount of preferred stock issued, and conditions of preferment		2,070,000.00
Total amount paid in as per books of the company		$ 5,820,000.00

Amount of stock per mile of road	$ 20,236.44
Amount of stock representing the road in Iowa	5,820,000.00
Amount of stock held in Iowa	235,900.00
Total number of stockholders	1,376
Number of stockholders in Iowa	7

DEBT.

Funded debt as follows:		
Bonds due 1899, rate of interest seven per cent		$ 3,700,000.00
Interest paid on same during the year	$ 259,000	
1,200 bonds due 1912, rate of interest six per cent		1,200,000.00
Interest paid on same during the year		
Bonds due at pleasure		629,000.00
Interest paid on same during the year		
Car trust certificates		210,000.00
Total amount of funded debt		5,739,000.00

COST OF ROAD AND EQUIPMENT.

Total cost of road and equipment	$ 11,539,568.77
Average cost of road and equipment per mile	$ 40,122.98
Proportion of cost of road and equipment for Iowa, all.	

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading	$	20,566.15
Bridging and masonry		80.24
Superstructure, including rails		50,014.60
Land, land damages, and fences		15,457.12
Passenger and freight stations, coal sheds, and water stations		41,243.59
Engine house, car sheds, and turntables		3,837.66
Machine shops, including machinery and tools		2,236.50
Purchase of other roads (specifying same) and all particulars. Information not in Marshalltown office.		
Total for construction	$	133,435.86

EQUIPMENT.

Freight and other cars	$	2,969.01
Total for equipment	$	2,969.01
Total expenditures charged to property accounts	$	136,404.87
Property sold (or reduced in valuation on the books) and credited property accounts during the year (specifying same):		
Placed in trust	$	97,006.27
Net addition to property account for the year	$	39,398.60

GENERAL EXHIBIT.

Total earnings	$	1,170,880.69
Total expenses, including taxes		738,120.69
Net earnings	$	432,760.00
Rentals, specifying amount paid to each company:		
C., R. I. & P. R'y, $6,000, included in above expenses.		
G. & M. R'y, to December 31, 1881	$	4,093.20
Interest accruing during the year:		
Interest paid during the year		259,000.00
Interest on car trust certificates		21,870.00
Balance for the year	$	147,796.80
Balance at commencement of the year		218,478.36
Balance at the close of the year, June 30, 1882	$	366,275.16
Income from other sources than earnings	$	1,776.70
Total income from all sources for the year		1,172,657.39

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 185,829.59	
From through passengers	58,474.66	
From all passengers		$ 244,304.25
From express and baggage		10,537.95
From mails		15,962.45
From other sources, passenger department		1,524.80
Total earnings, passenger department		$ 272,329.45
Earnings per train mile run (216,949 miles)	$ 1.25.6.1	
Earnings, freight:		
From local	$ 530,390.92	
From through	319,640.13	
Total earnings, freight department		850,031.05
Earnings per train mile run (512,240 miles)	$ 1.66	
Total transportation earnings		$ 1,122,360.50
Earnings per train mile run, from all trains earning revenue (728,989 miles)	$ 153.9.1	
Earnings per mile of road operated (292,665 miles)	3,834.97	
Proportion of earnings for Iowa, all.		
Rents received for use of road		13,647.11
Rents received for use of stations, etc		5,354.57
Car mileage (credit balances)		19,783.75
Income from all other sources		9,734.76
Total income from all sources		$ 1,170,880.69

Proportion of income for Iowa, all.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 77,027.27
Ballast	13,332.58
Renewal of rails, deducting old iron sold	35,494.41
Renewal of frogs, splices, spikes, and bolts	16,529.98
No. tons laid, steel, 2,620 tons.	
Freshet and cyclone repairs	27,270.53
Renewal of ties	27,578.05
No. laid, 83,101, including repairs.	
Repairs of bridges, including culverts and cattle-guards	25,213.73
Renewal of bridges	6,092.68
Repairs of fences, road-crossings, and signs	4,797.02
Repairs of tools and machinery	17,442.13
Repairs of buildings, stations, and water-tanks	11,149.00
Total	$ 261,927.28

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 40,290.71
Repairs of passenger cars	10,595.97
Repairs of freight cars, and renewals	54,573.11
Total	$ 105,459.79

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	65,745.91
Water supply		2,648.68
Oil and waste		9,824.30
Locomotive service		63,553.09
Passenger train service		11,612.82
Passenger train supplies		1,068.08
Mileage of passenger cars (debit balance), sleeping car		81.04
Freight train service		41,190.87
Freight train supplies		1,602.12
Mileage freight cars, debit balance		
Telegraph expenses (maintenance and operating) and rebuilding		12,914.96
Damage and loss of freight and baggage		1,997.72
Damage to property and cattle		2,865.57
Personal injuries		6,652.72
Agents and station service		31,593.49
Station supplies, and shop and boarding house supplies		8,010.50
Total	$	261,362.05

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	27,127.39
Legal expenses		8,618.32
Insurance		2,413.16
Stationery and printing		8,646.29
Outside agencies and advertising		4,900.12
Contingencies and rental paid to Chicago, Rock Island & Pacific Railway Company $ 6,000		36,127.83
Taxes in Iowa $ 21,538.46		
Total taxes		21,538.46
Total	$	109,371.57

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	261,927.28
Maintenance of motive power and cars		105,459.79
Conducting transportation		261,362.05
General expenses, including taxes		109,371.57
Total operating expenses and taxes	$	738,120.69

Operating expenses and taxes per mile of road...$ 2,522.07
Operating expenses and taxes per train mile run, for trains earning revenue (728,989 miles)...$1.01.2
Proportion of operating expenses and taxes for Iowa, all.
Percentage of expenses to income, per cent...63

GENERAL RECAPITULATION.

Total income	$	1,170,880.69
Total operating expenses and taxes		738,120.69
Net income above operating expenses and taxes	$	432,760.00
Net income above operating expenses, taxes, interest, and rental		147,796.80

Gross income per train mile run (728,989 miles)	$1.60.6
Net income per train mile run (728,989 miles)	59.3
Percentage of net income to stock and debts	3.8

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No, only a small proportion being on through billing from Chicago or St. Louis.

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Cost of all construction, equipment, and franchises		$ 11,349,000.00
Charges to construction and equipment		190,568.77
Paid on old indebtedness (old company)		102,310.74
Leased rolling stock		222,491.31
Miscellaneous book accounts	$ 57,671.70	
Due from agents and railroads	20,421.26	
Material on hand	89,883.38	
Old iron and scraps on hand	22,914,57	
Bills receivable	14,102.65	
Cash	46,835.28	
		251,828.84
Total		$ 12,116,199.66

CREDIT.

Capital stock	5,820,000.00
Funded debt	5,529.000.00
Car trust certificates	210,000.00
Vouchers and accounts	190,924.50
Profit and loss, balance	366,275.16
Total	$ 12,116,199.66

DESCRIPTION OF ROAD.

Length main line of road from Albia to Northwood		189.14
Length main line of road in Iowa, same.		
Branches owned by this company:		
Muchakinock Branch	1.50	
Belmond Branch	22.203	
Story City Branch	34.51	
State Center Branch	26.64	
Montezuma Branch	13,612	
Total length of branches owned by this company		98.465
Total length of road belonging to this company		287.605
Aggregate length of sidings and other tracks not above enumerated		36.082
Aggregate length of track, computed as single track, exclusive of sidings		287.605
Total length of steel rails in tracks in Iowa, exclusive of sidings		106.000
Total length of iron rails in tracks in Iowa, exclusive of sidings		181.605

Weights per yard, steel 52 to 56.
Weights per yard, iron 52 to 56.
Gauge of track 4 feet 8½ inches.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:	
Eddyville Transfer to Ottumwa—miles	16.70
Total length of all roads	304.305
Less distance, Manly Junction to Northwood, leased to B., C. R. & N. R'y Co., August 1, 1881	11.64
If any part of the road was first opened for operation during the past year, state the date—Story City and Belmond Branches, November and December, 1881.	
Total miles of road operated by this company	292.665
Total miles road operated by this company in Iowa—same.	

STATIONS.

Number of stations on all roads owned by this company	50
Number of stations on all roads operated by this company	48
Number of telegraph offices in stations in Iowa to June 30, '82	40

EMPLOYES.

Number of persons regularly employed on all roads operated by this company—average	1,000
Amount paid employes, including officials, on all roads operated by this company—year	$ 474,886.02

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	7	1,790
Combination bridges over 100 feet in length	3	388½
Combination bridges under 100 feet in length	4	384½
Wooden trestle and pile (excluding Manly Junction north)	276	28,205

BOX CULVERTS IN IOWA.

Timber—being replaced with pile culverts		
Stone	2	225

CATTLE-GUARDS.

Number in Iowa	444

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)	1,447.09

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

One wood truss, rebuilt at Union.

Give the average number of years the trestle and pile bridges last on your road	10
Give the average number of years that wooden truss bridges last on your road in Iowa	9

ROAD-BED AND TRACK.

Number of track sections in Iowa	42
Average length of sections—miles	6.6
Average number of men in each section gang	5
Number of new ties laid in track during the year in Iowa	83,101
Average number of new ties per mile of road	435
New rails laid in track during the year in Iowa—(steel 2,620 tons)	31.19
What is the average number of years that iron rails last in your track on main line in Iowa	10
What is the average number of years that steel rails last in your track on main line in Iowa	Steel, new.
What is the average number of years that ties last in your track in Iowa—oak, 7 to 8 years; cedar, 6 years.	

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

C., M. & St. P. R'y, Austin Branch, at Mason City.
C., M. & St. P. R'y, Delmar Branch, at Mason City.
Ill. Cent. R'y, at Ackley.
B., C. R. & N. R'y, Pacific Branch, at Abbott.
C. & N. W. R'y, T. & N. W. Branch, at Gifford.
C. & N. W. R'y, at Marshalltown.
C., R. I. & P. R'y, at Grinnell.
C., R. I. & P. R'y, K. & D. M. Branch, at Givin.
C., B. & Q. R'y, at Albia.

What railroads cross your road, either over or under, and at what locality?

C., M. & St. P. R'y, Council Bluffs Division, at two miles south of Dillon.
C., R. I. & P. R'y, Washington Division, at Oskaloosa.

Number of highway crossings at grade	248
Number of highway crossings at which there are flagmen	2
Number of highway crossings over railroad	1
Number of highway crossings under railroad	3
Number of highway bridges 18 feet above track	1
Number of highway bridges less than 18 feet above track	None

FENCING IN IOWA.

How many miles of fencing have you on your road? (300 single)	150
What is the average cost per rod	
What is the total cost of same	
How many miles of new fencing have you built during the year? Being built, not measured.	
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Worth county	1.8
In Cerro Gordo county	25
In Branches	90
Total miles	116.8

ROLLING STOCK.

	LEASED.	OWNED.	TOTAL.
Number of locomotives	12	25	37
Number of passenger cars	4	10	14
Number of baggage, mail, and express cars		8	
Number of box freight cars	250	362	612
Number of stock cars		40	40
Number of platform and coal cars	200	286	486
Number of other cars		20	20
Total			1,180

Maximum weight of locomotives and tenders, tons	58
Average weight of locomotives and tenders, tons	50
Number of locomotives equipped with train brake	8
Kind of brake, Westinghouse.	
Maximum weight of passenger cars, tons	19
Average weight of passenger cars, tons	18
Number of cars equipped with train-brake	22
Kind of brake, Westinghouse	
Number of passenger cars equipped with Miller platform and buffer	22

The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, 50 tons; 315 tons.

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	216,749
Miles run by freight trains during the year	512,240
Miles run by other trains during the year, work	73,732
Total train mileage	802,721

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	3½
Average weight of passenger trains, exclusive of passengers, (cars only) tons	3
Average number cars in freight trains, main line and branches	17¾
Average weight of freight trains, exclusive of freight, (cars only) tons	152

PASSENGER TRAFFIC.

Number of through passengers carried	21,437
Number of local passengers carried	250,893
Total number of passengers carried	272,330
Total passenger mileage, or passengers carried one mile	7,594,158
Average distance traveled by each passenger, miles	28
Average amount received from each passenger, cents	90
Average rate of fare per mile for all passengers, cents	3.21

FREIGHT TRAFFIC.

Number of tons of through freight carried	155,169
Number of tons of local freight carried	427,345
Total tons of freight carried	582,514
Total mileage through freight (tons carried one mile)	8,067,378
Total mileage of local freight (tons carried one mile)	42,012,154
Total freight mileage, or tons carried one mile	50,079,532
Average rate per ton per mile received for through freight, cents	3.9
Average rate per ton per mile received for local freight, cents	1.26
Average rate per ton per mile received for all freight, cents	1.69
Average rate per ton per mile received from freight to and from other roads. Answered in third above.	

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	1,130,049
Number of miles run by loaded freight cars west and north	3,738,961
Number of miles run by empty freight cars east and south	3,091,230
Number of miles run by empty freight cars west and north	536,617
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	65.6
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	20.2

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	22
Rate of speed of freight trains, including stops, miles per hour	12 to 15

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	94,716	16.5
Flour	3,084	.5
Animals	20,570	3.5
Lumber and forest products	45,668	8.0
Coal	327,888	56.5
Plaster, lime, and cement	8,008	1.5
Salt	1,100	.2
Petroleum and oil	1,500	.2
Iron, steel, and castings	420	.1
Stone and brick. Included in eighth above.		
Merchandise, and other articles not enumerated above	79,560	13.0
Total tons carried	582,514	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such

express company? United States Express Company. For 41,600 pounds or less, $600 per month; in excess of 41,600 pounds, one and one-half first-class freight tariff. Freight taken and delivered at depot.

TRANSPORTATION COMPANIES.

Rolling stock leased by this company secures certificates issued to the Eastern Car Trust Co., of New York; payment on certificates applies as payment on the rolling stock.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Part of year. C., M. & St. P. R'y sleepers, two cents per mile; C., M. & St. P. Co., receives the extra charge to passengers.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings? $81.04 to C., M. & St. P. R'y Co.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? Between Albia and Mason City, six days in week, $14,215.84 per annum; Montezuma and State Centre Branches, $452.08 per quarter.

What amount have you paid for receiving and delivering mail to and from stations on your road? $600.00.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Co.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.				
August	5	Pearl Arnold; child; 2 years old	Liscomb	Playing on track; not seen by engineer; right arm broken and hand cut off; died from wounds.
November	28	Unknown man	Searsboro	Accidentally falling under cars; inquest, and verdict exonerating company.
October	26	Geo. Hamilton, not an employee	Grinnell	Trying to board a train in motion; inquest, and verdict exonerating company.
1882.				
January	7	Daniel Keefe, brakeman	Sheffield	Fell from car while switching; inquest, and verdict exonerating company.
January	19	Benj. Cross, not an employe	Belmond	Foot caught on frog; inquest, and verdict exonerating company.
June	29	Philip Lausch, tramp	Searsboro	Lying on track; inquest, and verdict exonerating company.
November	8	D. Holmes, passenger	Marshalltown	Jumped from train while in motion.

INJURED.

1881.				
July	27	J. F. Williams, not an employe	Gilman	Finger taken off; two fingers broken; carelessness; volunteered to make coupling.
October	2	Wm. Boyce, engineer	Eddyville	Head cut; left arm broken and amputated; train ditched by striking horses on track.
December	16	Walter Bucklew	Grinnell	Carelessness in coupling; leg crushed.
December	29	Mrs. A. McCracken, J. and Mrs. Frazier	Searsboro	Slight scalp wounds and bruises; slight collision of trains.
1882.				
January	2	Robert Cadden, section man	Marshalltown	Leg crushed; carelessness in crossing track ahead of moving train.
May	13	Robert Holt, engineer	Givin	Track spread; engineer jumped from engine, and was caught by a car that ran off the track; both legs broken.

TABULAR STATEMENT OF ACCIDENTS

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Derailments	....	....	....	....	2	....
Collisions	....	....	....	3	....	....
Caught in frogs	....	....	1	....	....	....
Coupling cars	....	....	....	....	1	1
Getting on and off trains	1	1	....	....	....	....
Highway crossings	1	....	....	....	....	....
Miscellaneous	....	....	....	....	1	....
Stealing rides	....	....	1	....	....	....
Trespassers on track	....	....	2	....	....	....
Total	2	1	4	3	4	1

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	7
Number of persons injured during the year	8
Number of casualties purely accidental during the entire year	4
Number resulting from lack of caution, carelessness, or misconduct	6
Number of persons killed or injured while intoxicated	2
Number of tresspassers on track killed or injured	2
Number of tramps or others stealing rides killed or injured	1
Suicides in Iowa	0

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Isaac M. Cate, Baltimore, Maryland.
Vice-President—Russell Sage, New York.
Secretary—Charles Alexander, Marshalltown, Iowa.
Treasurer—D. N. Pickering, Marshalltown, Iowa.
Superintendent—D. N. Pickering, Marshalltown, Iowa.
Assistant Superintendent—J. G. Johnston, Marshalltown, Iowa.
Auditor—M. C. Healion, Marshalltown, Iowa.
General Passenger and Freight Agent—Charles A. Jewett, Marshalltown, Iowa.
Attorney—H. E. J. Boardman, Marshalltown, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Isaac M. Cate, Baltimore, Maryland.
Russell Sage, New York.
Thomas T. Eckert, New York.
George T. M. Davis, New York.
Edwin Parsons, New York.
G. E. Taintor, New York.
Jno. H. B. Latrobe, Baltimore, Maryland.
H. J. Boardman, Boston.
P. V. Rogers, Utica, New York.
R. L. Ashhurst, Philadelphia.
Charles Alexander, Marshalltown, Iowa.

Date of annual meeting of stockholders, Wednesday next preceding first Wednesday in June.

Fiscal year of company ends, December 31.

General offices of the company are located at Marshalltown, Iowa.

STATE OF IOWA,
COUNTY OF MARSHALL. } ss.

I, D. N. Pickering, Superintendent and Treasurer of the Central Iowa Railway Company, being duly sworn, depose and say that I have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of my knowledge and belief.

(Signed) D. N. PICKERING,
Superintendent and Treasurer.

Subscribed and sworn to before me, this 11th day of September, A. D. 1882.

[L. S.] M. C. HEALION,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 13th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO, BURLINGTON & QUINCY RAILROAD CO.,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association—amount found necessary for purposes of the road.		
Amount authorized by vote of the company		$ 63,256,096.51
Amount issued, number of shares, 632,560; amount paid in		63,256,096.51
Amount of common stock issued		63,256,096.51
Total amount paid in as per books of the company		63,256,096.51
Amount of stock per mile of road	$ 17,956.00	
Amount of stock representing the road in Iowa. No division yet made.		
Amount of stock held in Iowa. No record.		
Total number of stockholders, about	5,500	
Number of stockholders in Iowa. No record.		

NOTE.—By sale and consolidation, the Burlington & Missouri River Railroad Company's road, property, and franchises have been merged with that of the Chicago, Burlington & Quincy, the managers of which have not the information necessary for answering many of the questions asked in this book. Most of the accounts of the B. & M. R. R. Co. were destroyed by fire in 1872.

FUNDED DEBT.

FUNDED DEBT IN DETAIL.

NAME OF BONDS.	When issued.	When due.	Interest. Rate per cent.	Interest. When payable.	Amount of bonds.
C., B. & Q., first mortgage, inconvertible.	Jan. 1, 1858	Jan. 1, 1883	8	Jan. and July 1	$ 2,254,000.00
C., B. & Q., first mortgage, convertible	Jan. 1, 1858	Jan. 1, 1883	8	Jan. and July 1	150,000.00
C., B. & Q., second mortgage, inconvertible	July 1, 1860	July 1, 1890	4	Jan. and July 1	616,000.00
C., B. & Q., trust, 7s	Oct. 1, 1864	Oct. 1, 1890	7	April and Oct. 1	653,000.00
C., B. & Q., plain, 7s	Jan. 1, 1872	Jan. 1, 1896	7	Jan. and July 1	547,500.00
C., B. & Q., consolidated mortgage	July 1, 1873	July 1, 1903	7	Jan. and July 1	13,986,000.00
C., B. & Q., of 1901	Oct. 1, 1876	Oct. 1, 1901	5	April and Oct. 1	2,325,000.00
C., B. & Q., of 1895	June 1, 1875	June 1, 1895	5	June and Dec. 1	390,000.00
C., B. & Q., Iowa mortgage, 5s	Oct. 1, 1879	Oct. 1, 1919	5	April and Oct. 1	2,922,000.00
C., B. & Q., Iowa mortgage, 4s	Oct. 1, 1879	Oct. 1, 1919	4	April and Oct. 1	8,785,000.00
C., B. & Q., Denver extension, 4s	Feb. 1, 1882	Feb. 1, 1922	4	Feb. and Aug. 1	7,968,000.00
B. & M. (Iowa) land grants	Oct. 1, 1863	Oct. 1, 1893	7	April and Oct. 1	4,182,000.00
B. & M. (Iowa) convertible, of 1889	July 1, 1870	July 1, 1889	8	Jan. and July 1	159,500 00
B. & M. (Iowa) convertible, of 1894	July 1, 1869	July 1, 1894	8	Jan. and July 1	76,000.00
B. & M. (Neb.) land grants	July 1, 1878	July 1, 1918	6	Jan. and July 1	11,470,200 00
B. & M. (Neb.) of 1910	Jan. 1, 1880	Jan. 1, 1910	4	Jan. and July 1	3,347,000 00
B. & M. (Neb.) convertible, of 1883	Jan. 1, 1873	Jan. 1, 1883	8	Jan. and July 1	29,500.00
Total					$ 59,860,750.00

Total amount of funded debt		$ 59,860,750.00
Total amount of debt liabilities		59,860,750.00
Amount of debt per mile of road	$ 16,990.00	
Total amount of stock and debt	123,116,486.51	
Amount of stock and debt per mile of road	34,946.00	

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY).

No separate details.		
Total expended for construction		$ 71,464,631.10
Average cost of construction per mile of road (3522.7 miles)	$ 20,289.00	
Proportion of cost of construction for Iowa (estimated)	16,234,101.33	
Purchase of other roads (specifying same) and all particulars	None.	

COST OF EQUIPMENT.

Total for equipment		$ 15,844,460.64
Average cost of equipment per mile of road operated by company		4,496.00
Total cost of road and equipment		87,309,091.74
Average cost of road and equipment per mile (3522.7 miles)	$ 24,785.00	
Proportion of cost of road and equipment for Iowa (estimated)	19,831,544.25	
Average cost of road and equipment per mile in Iowa	No record.	

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR IN IOWA.

Grading and superstructure	$ 637,711.93
Bridging and masonry	24,103.21
Land, land damages, and fences	181,931.98
Passenger and freight stations, coal sheds, and water stations,	78,969.84
Engine houses, car sheds, and turntables	394,581.80
Machine shops, including machinery and tools	28,457.81
Engineering, agencies, salaries, and other expenses during construction	4,301.45
Telegraph lines	12,032.39
New elevator	22,676.21
Double track extension	141,321.38
Total for construction	$ 1,526,088.00

EQUIPMENT.

Locomotives (the equipment charge is for all States, and includes rolling stock partly finished at end of year), 34	$ 253,714.83
Passenger, mail, baggage, and express cars, 31	87,574.65
Freight and other cars	938,354.84
Total for equipment	$ 1,279,644.32
Any other expenditures charged to property account	
Total expenditures charged to property account	$ 2,805,732.32

CREDITS IN IOWA.

Sale of lot in Frederic	$ 65.00
Sale of houses in Burlington	150.00
Sale of land at Lefflers	550.00
Miscellaneous (Iowa)	4,736.32
Total credits	$ 5,501.32
Amount the capital has been increased by stock or other dividends that is not represented by actual increase of property—dividing surplus or any other interest	
Net addition to property account for the year	$ 2,800,231.00

GENERAL EXHIBIT.

ALL STATES.

Total earnings	$ 21,384,938.25
Total expenses, including taxes	11,503,034.44
Net earnings	9,881,903.81
Rentals, specifying amount paid to each company	335,670.49
Interest accruing during the year	3,641,676.79
Interest paid during the year	3,641,676.79
Interest on funded debt	3,641,676.79
Interest paid on funded debt	3,641,676.79
Dividends declared (2 per cent) quarterly	4,556,854.74
Balance for the year	1,347,701.79
Balance at commencement of the year—debit	173,932.38
Balance at the close of the year, June 30, 1882	1,173,769.41
Income from other sources than earnings	
Total income from all sources for the year	$ 21,384,938.25

ANALYSIS OF EARNINGS.

FOR IOWA ONLY.

Earnings, passenger:		
From all passengers		$ 1,340,932.93
From express		67,250.45
From mails		106,911.69
Total earnings, passenger department		$ 1,515,095.07
Earnings per train mile run (1,017,994 miles)		
Earnings, freight:		
Total earnings, freight department		4,653,471.45
Earnings per train mile run (3,171,512 miles)		
Total transportation earnings		$ 6,168,566.52
Earnings per train mile run, from all trains earning revenue (4,189,506 miles)	$ 1.48	
Earnings per mile of road operated (800.143 miles)	7,721.82	
Proportion of earnings for Iowa	All in Iowa.	
Rents received for use of road, and miscellaneous		57,995.66
Car mileage (credit balances)		
Income from all other sources		
Total income from all sources		$ 6,226,562.18

Proportion of income for Iowa. All in Iowa.

OPERATING EXPENSES FOR THE YEAR ENDING JUNE 30, 1882.

	Whole line.	Iowa.
Train service	$ 910,343.63	$ 366,035.09
Engine service	1,535,574.59	613,025.02
Station service	1,097,386.67	279,476.60
Water service	105,975.17	46,086.97
Repairs—Track	1,864,735.77	823,862.17
Bridges	282,435.01	115,026.04
Fences	90,258.54	34,333.06
Buildings	182,179.23	73,668.48
Docks and levees	6,470.23	.....
Engines	877,545.17	346,100.15
Cars	1,254,822.60	464,180.72
Lost and damaged freight	43,544.25	15,294.83
Miscellaneous loss and damage	140,803.95	85,511.67
Telegraphing	208,029.38	100,256.39
Printing, advertising, and subscriptions	75,326.64	31,357.58
General expenses	607,877.97	219,662.06
Legal expenses	67,061.74	24,405.15
Miscellaneous expenses	6,996.63	2,562.25
Foreign agencies	144,265.03	60,202.08
Insurance	8,102.05	3,369.99
Rent of cars (credit)	34,264.69	13,259.91
Taxes	402,518.00	126,378.50
Interest	3,641,676.79	320,377.67
Rental	163,670.49	24,343.28
Total	$ 13,683,334.84	$ 4,162,255.84

RECAPITULATION OF EXPENSES—IOWA LINES ONLY.

Maintenance of way and buildings	$ 1,046,889.75
Maintenance of motive power and cars	810,280.87
Conducting transportation	1,523,784.24
General expenses, including taxes	781,300.98
Total operating expenses and taxes	$ 4,162,255.84
Operating expenses and taxes per mile of road	$ 5,201.89
Operating expenses and taxes per train mile run, for trains earning revenue (4,189,506 miles)	.99
Proportion of operating expenses and taxes for Iowa. All in Iowa.	
Expenses of running and management of passenger trains	No separate report.
Expenses of running and management of passenger trains per train mile	
Expenses of running and management of freight trains	
Expenses of running and management of freight trains per train mile	
Expenses of running and management of all trains earning revenue	.9
Percentage of expenses to income	66.8

GENERAL RECAPITULATION—IOWA.

Total income	$ 6,226,562.18
Total operating expenses and taxes	4,162,255.84
Net income above operating expenses and taxes	$ 2,064,306.34
Net income above operating expenses, taxes, interest, and rental	$ 2,064,306.34

Gross income per train mile run (4,189,506 miles), $	1.49
Net income per train mile run (4,189,506 miles)	.50
Percentage of net income to stock and debt	No record.

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No charge for transportation of company's material.

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Construction account	$ 71,464,631.10
Equipment account	15,844,460.64
Branch roads	25,528,095.83
Stocks and bonds of connecting and leased lines	15,619,229.00
Material and supplies	2,695,728.12
Sinking funds	5,737,299.13
Total assets	$ 136,889,443.82

CREDIT.

Capital stock	$ 63,256,096.51
Funded debt	59,860,750.00
Profit and loss, and surplus	6,930,823.15
Accounts, bills payable and receivable—balance	6,930,823.15
	$ 136,889,443.82

DESCRIPTION OF ROAD.

Length of main line of road from center of Mississippi River at Burlington to Union Pacific Transfer, miles	295.255
Length of main line of road in Iowa	295.255
Length of double track on main line	43.062
Same in Iowa	43.062

BRANCHES OWNED IN IOWA, GIVING DISTANCE FROM JUNCTION WITH MAIN LINE.

Burlington to Keokuk, miles	42.012
Albia to Des Moines	67.807
Albia to Moravia	11.477
Chariton to Grant City	95.450
Bethany Junction to Albany	46.143
Chariton Junction to Indianola	30.176
Creston to Hopkins	44.535
Creston to Fontanelle	27.800
Villisca Junction to Burlington Junction	35.000
Red Oak to East Nebraska City	49.860
Red Oak to Griswold	18.100
Hastings to Sidney	20.800
Hastings to Carson City	15.728
Total length of branches	504.888
In Iowa	443.963
In Missouri	60.925

The line from Chariton to Indianola Junction (3.024) last year was reported as part of branch Chariton to Indianola. This year it is reported as double track, main line.

Total length of branches owned by this company, Iowa lines.	504.888
Total length of branches owned by this company in Iowa	443.963
Total length of branches owned by this company in Missouri.	60.925
Length of double track on branches in Iowa	None.
Total length of road belonging to this company, Iowa lines	800.143
Aggregate length of sidings and other tracks not above enumerated	166.140
Same in Iowa	160.880
Aggregate length of track, computed as single track, exclusive of sidings	843.205
Same in Iowa	782.280
Total length of steel rails in tracks in Iowa, exclusive of sidings	370.636
Total length of iron rails in tracks in Iowa, exclusive of sidings	472.569
Weights per yard, steel, 60 and 66 pounds.	
Weights, per yard, iron, 56 and 60 pounds.	
Gauge of track	4 feet 8½ in.

If any part of the road was first opened for operation during the past year, state the date? Bethany to Albany, October 1, 1881.

LENGTH OF CHICAGO, BURLINGTON & QUINCY LINES OPERATED IN ALL STATES, 1882.

Illinois	1,138.399
Iowa	801.436
Missouri	366.322
Nebraska	992.840
Kansas	49.450
Colorado	174.300
Total	3,522.747
Total miles of road operated by this company, in all States	3,522.747
Total miles road operated by this company in Iowa	739.218

STATIONS.

Number of stations on all roads owned by this company, Illinois and Iowa lines	337
Same in Iowa	145
Number of stations on all roads operated by this company	
Same in Iowa	145
Number of telegraph offices in stations in Iowa	118

EMPLOYES.

Number of persons regularly employed on all roads operated by this company, Illinois and Iowa lines	12,893
Same in Iowa	5,207
Amount paid employes, including officials, on all roads operated by this company, Illinois and Iowa lines	$ 5,967,626.04
Same in Iowa	2,200,882.56

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	51	
Combination bridges over 100 feet in length	1	
Iron bridges over 100 feet in length	27	
Wooden truss bridges under 100 feet in length	4	6,880
Combination bridges under 100 feet in length		100
Iron bridges under 100 feet in length	12	4,962
Wooden trestle and pile	1,015	117,534
Iron trestle	65	2,301

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 20 feet opening or more	2
Less than 20 feet opening	26

BOX CULVERTS IN IOWA.

Timber	856
Stone	379

CATTLE-GUARDS.

Number of in Iowa	1,171

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet, B. M.)	2,390,114
Amount of trestle work replaced with earth during the year (lineal feet)	950
Timber culverts replaced with timber	133

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

West Nishnabotna River, Howe Truss, wood, May, 1882, feet.	136
Give the average number of years the trestle and pile bridges last on your road in Iowa	10
Give the average number of years that wooden truss bridges last on your road in Iowa	16

ROAD-BED AND TRACK.

Number of track sections in Iowa	
Average length of sections	5
Average number of men in each section gang	4
Number of new ties laid in track during the year in Iowa	214,107
Average number of new ties per mile of road	254
New rails laid in track during the year in Iowa, steel, miles	83.560
Total track laid with new rails during the year in Iowa, miles	83.560
What is the average number of years that iron rails last in your track on branches in Iowa	11
What is the average number of years that steel rails last in your track on main line in Iowa, on curves	8
What is the average number of years that steel rails last in your track on main line in Iowa, straight line	10
What is the average number of years that steel rails last in your track on branches in Iowa	15
What is the average number of years that ties last in your track in Iowa, oak	8½
What is the average number of years that ties last in your track in Iowa, cedar	6

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Wabash, St. Louis & Pacific R. R., at Ottumwa.
Wabash, St. Louis & Pacific R. R., at ½ mile east of Albia.
Wabash, St. Louis & Pacific R. R., at Malvern.
Wabash, St. Louis & Pacific R. R., at Clark's.
Wabash, St. Louis & Pacific R. R., at ¾ miles north of Shenandoah.
Wabash, St. Louis & Pacific R. R., south of Albia.
Humeston & Shenandoah R. R., at Humeston.
Humeston & Shenandoah R. R., at Clarinda,
Kansas City, St. Jo. & Council Bluffs R. R., at Pacific Junction.
Osceola, Des Moines & Southern R. R., at Osceola.
Central Railroad of Iowa, east of Albia.
Chicago, Rock Island & Pacific R. R., east of Ottumwa.
Chicago, Rock Island & Pacific R. R., at Fairfield.
Chicago, Rock Island & Pacific R. R., at Indianola.
Chicago, Rock Island & Pacific R. R., at Des Moines, two crossings.

What railroads cross your road, either over or under, and at what locality? Humeston & Shenandoah R. R., at 2½ miles north of Conway over Chicago, Burlington & Quincy Railroad.

Number of highway crossings at grade, in Iowa	775
Number of highway crossings at which there are flagmen	9
Number of highway crossings over railroad	22
Number of highway crossings under railroad	22
Number of highway bridges 18 feet above track	22
Number of highway bridges less than 18 feet above track	0

FENCING IN IOWA.

How many miles of fencing have you on your road	956.770
What is the average cost per rod	$ 1.00
What is the total cost of same (new)	306,166.40
How many miles of new fencing have you built during the year	70.855

Give the number of miles needed on both sides of your track in each county in Iowa, miles single fencing:

In Monroe county	15.500
In Marion county	6.814
In Polk county	4.160
In Pottawattamie county	6.977
In Lucas county	21.340
In Cass county	5.750
In Warren county	30.897
In Wayne county	6.511
In Decatur county	22.079
In Ringgold county	30.542
In Montgomery county	28.888
In Page county	50.165
In Union county	16.000
In Adair county	42.000
In Fremont county	26.430
In Mills county	19.957
Total miles	334.010

ROLLING STOCK.

	IOWA.	WHOLE LINE.
Number of locomotives	161	418
Number of passenger cars	60	160
Number of baggage, mail, and express cars	29	76
Number of parlor and sleeping cars (14 assigned sleepers)	5	15
Number of dining cars	1	5
Number of box freight cars	3,484	9,064
Number of stock cars	998	2,248
Number of platform and coal cars	913	3,002
Number of other cars, including hand and rubble cars	474	1,235
Total	5,964	16,223

Maximum weight of locomotives and tenders, tons	51
Average weight of locomotives and tenders, tons	38
Number of locomotives equipped with train brake, in Iowa	25
Kind of brake, Westinghouse.	
Maximum weight of passenger cars, tons	29
Average weight of passenger cars, tons	23

Number of cars equipped with train brake, in Iowa	89
Kind of brake, Westinghouse.	
Number of passenger cars equipped with Miller platform and buffer	89
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight:	
Weight of engine, 51 tons; 330 tons of freight, east Iowa.	
Weight of engine, 51 tons; 270 tons freight, middle Iowa.	
Weight of engine, 51 tons; 260 tons freight, west Iowa.	

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	1,017,994
Miles run by freight trains during the year	3,023,444
Miles run by mixed trains during the year	148,068
Miles run by other trains during the year	
Total train mileage	4,189,506

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	5.5
Average weight of passenger trains, exclusive of passengers, tons	175
Average number of cars in freight trains	18
Average weight of freight trains, exclusive of freight, tons	230

PASSENGER TRAFFIC.

Number of through passengers carried, estimated	98,364
Number of local passengers carried, estimated	889,784½
Number of special ticket passengers carried	
Total number of passengers carried	988,648½
Total passenger mileage, or passengers carried one mile	
Average distance traveled by each passenger	
Average amount received from each passenger, all roads	
Highest rate of fare per mile for any distance, cents	3
Lowest rate of fare per mile for any distance	
Average rate of fare per mile for all passengers, Iowa	

FREIGHT TRAFFIC.

Number of tons of through freight carried	826,102
Number of tons of local freight carried	1,347,076
Total tons of local freight carried	2,173,178
Total mileage of through freight (tons carried one mile)	
Total mileage of local freight (tons carried one mile)	
Total freight mileage, or tons carried one mile	
Average rate per ton per mile received for through freight	
Average rate per ton per mile received for local freight	
Average rate per ton per mile received for all freight	
Average rate per ton per mile received from freight to and from other roads	
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa. (This should not include fuel or any material for the use of the road)	19.4

CAR MILEAGE.

Number of miles run by loaded freight cars east and south..	21,432,785
Number of miles run by loaded freight cars west and north..	25,716,387
Number of miles run by empty freight cars east and south...	7,860,084
Number of miles run by empty freight cars west and north .	3,823,383
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south.....	36.67
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	14.05

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles.....	25
Rate of speed of freight trains, including stops, miles.....	12

TONNAGE OF ARTICLES TRANSPORTED—WHOLE LINE.

	TONS.	PER CENT.
Grain.....	1,435,681	27.2
Flour.....	88,129	1.7
Provisions (beef, pork, lard, etc.).....	73,894	1.4
Animals.....	551,260	10.4
Other agricultural products.....	54,983	1.0
Lumber and forest products.....	848,387	16.1
Coal.....	1,011,934	19.2
Plaster, lime, and cement	49,117	1.0
Salt.....	68,866	1.3
Iron, steel, and castings.....	138,370	2.6
Stone and brick.....	87,434	1.7
Manufactures—articles shipped from point of production..	57,754	1.1
Merchandise, and other articles not enumerated above.....	815,374	15.4
Total tons carried.....	5,281,183	100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain.....	622,097	28.6
Flour.....	20,107	.9
Provisions (beef, pork, lard, etc.).....	27,992	1.3
Animals.....	267,165	12.3
Other agricultural products.....	20,722	1.0
Lumber and forest products.....	460,490	21.2
Coal.....	229,117	10.5
Plaster, lime, and cement.....	19,296	.9
Salt.....	37,354	1.7
Iron, steel, and castings.....	51,660	2.4
Stone and brick	29,793	1.4
Manufactures—articles shipped from point of production..	29,146	1.3
Merchandise, and other articles not enumerated above.....	358,239	1.65
Total tons carried.....	2,173,178	100

TONNAGE CROSSING THE MISSISSIPPI RIVER AT BURLINGTON, IOWA, FOR THE YEAR ENDING JUNE 30, 1882.

West bound, number of tons	906,369
East bound, number of tons	1,143,470
Total tons	2,049,839

TONNAGE CROSSING THE MISSOURI RIVER BRIDGE AT EAST PLATTSMOUTH, IOWA, FOR THE YEAR ENDING JUNE 30, 1882.

East bound, number of tons	269,583.52
West bound, number of tons	432,180.22
Total tons	701,763.74

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company. Railroad company furnishes cars, and express company furnishes all carriers and agents.
Earnings in Iowa for year, $67,250.45.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? No transportation companies have special arrangements with the railroad company, or run their cars over its lines except on same basis as any foreign cars.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, not operating railroads, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each? No account except regular mileage accounts for foreign cars running over Chicago, Burlington & Quincy Railroad.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Run Pullman sleeping-cars; sleeping-car charges, $2 per double berth per night. The railroad company runs its own dining cars.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. The railroad company maintains and repairs the cars, and the Pullman Palace Car Company maintains everything relating to the sleeping apparatus. The Pullman Palace Car Company receives the entire earnings.

U. S. MAIL IN IOWA.

What is the compensation paid you by the U. S. Government for the transportation of its mails, and on what terms of service? Main line two times each way, daily (except Sunday), for large stations on main line. On branches and at small stations, one time each way, daily. Receipts for the year ending June 30, 1882, $106,911.60.

What amount have you paid for receiving and delivering mail to and from stations on your road? In Iowa, $1,480.20.

TELEGRAPH.

How many miles of telegraph are owned by your company? In Iowa, 728 miles.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? No other company owns telegraph lines on our road.

LANDS—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from the congressional grants	358,442.09
State the number of acres yet to inure to your company from congressional grants	None.
State the average price at which these lands have been sold or contracted by the company	$ 12.22
State the number of acres sold	329,987.03
State the amount received from sales, cash sales	137,917.47
State the amount unpaid on outstanding contracts	2,367,241.62
State the gross amount received from sales, contracts, forfeited contracts, etc., up to June 30, 1882	3,976,559.42
State the amount expended in sale and management of lands	570,298.79
State the amount of taxes paid on lands	242,011.97
State the amount realized from the sale of lands above the expenses incurred in the management and taxes	3,164,248.66

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.				
July	24	W. Johnson, brakeman	Dudley	Fell from train; accidental.
August	9	John King, fireman	Mt. Pleasant	Jumped from train; careless.
August	11	J. W. Smith, switchman	Burlington	Walking on track; careless.
August	12	J. Heimelrich, traveling man	Creston	Jumped from train; careless.
August	25	J. G. Bossee, car repairer	Creston	Passing between cars; careless.
September	18	Grant Walker; boy	Villisca	Jumping on train; careless.
October	29	S. F. Braddock, switchman	Creston	Fell from train; careless.
December	6	W. W. Wright, laborer	Burlington	Run over; careless.
December	11	C. Nelson, laborer	Melrose	Jumped from train; careless.
December	20	C. Peterson, laborer	Council Bluffs	Run over; careless.
December	23	John Lynch, citizen	West of Stanton	Run over; careless.
December	24	Jas. Mackey, citizen	South of Clarinda	Run over; careless.
1882.				
January	24	Unknown	Between Agency and Otta	Found dead; verdict, "struck by train."
January	24	E. Morrison, switchman	Burlington	Run over; carelessness.
February	2	Unknown	West of Ottawa	Verdict, "killed by blunt instrument."
March	26	J. Reynolds, citizen	West of Melrose	Run over; carelessness.
April	18	J. H. Phillips, switchman	Pacific Junction	Pulling pin; carelessness.
April	20	Geo. Cannon, boy	Chariton	Getting on train; carelessness.
April	22	Mrs. Mayland, citizen	Melrose	Run over; carelessness.
April	29	Louis McGuire, citizen	Des Moines	Run over; carelessness.
April	29	R. Graham, citizen	Des Moines	Run over; carelessness.
May	26	Unknown; tramp	Ottumwa	Run over; carelessness.
May	31	Unknown	Cent. Crossing	Run over; carelessness.
June	3	Lee Parry, brakeman	Ottumwa	Run over; carelessness.

INJURED—EMPLOYES.

1881.				
July	1	Wm. Dial, switchman	Ottumwa	Coupling; carelessness.
July	4	W. A. Moore, brakeman	Burlington	Coupling; carelessness.
July	5	J. M. Meeker, brakeman	Emerson	Fell from engine.
July	5	M. M. Thornton, helper	Afton	Fell from train.
July	7	Wm. Ralph, brakeman	Bussey	Fell from train; careless.
July	9	Ed. Woodward, watchman	Albia	Asleep on track.

July	14	H. S. Albert, section hand	Lewis	Run over.
July	15	John Gibbons, brakeman	Afton	Jumped from train; carelessness.
July	22	Pat. Malone, section hand	Keokuk	Run over.
July	25	Wm. Young, switchman	Burlington	Knocked off cars; lack of caution.
July	30	Jerry McCarty, brakeman	Avery	Fell from train; carelessness.
August	1	H. Asphmere, laborer	Creston	Rail fell on him.
August	3	J. B. Avery, brakeman	Ottumwa	Coupling; carelessness.
August	7	C. P. McFarland, switchman	Pacific Junction	Coupling; unplanked rails; fault of company.
August	8	L. C. McLaughlin, brakeman	Agency	Fell from train; carelessness.
August	9	J. E. Donahue, laborer	Burlington Junction	Platform fell on him.
August	9	Jas. Cowan, hostler	Chariton	Lever slipped.
August	10	John Shehan, section foreman	Coburg	Run over; lack of caution.
August	13	Jas. Brown, brakeman	Albia	Coupling; carelessness.
August	15	O. Hinkson, switchman	Burlington	Run over; carelessness.
August	17	J. H. Thompson, foreman	Creston	Coupling; carelessness.
August	17	E. T. Allen, switchman	Ottumwa	Coupling; carelessness.
August	17	R. P. Berry, switchman	Des Moines	Coupling; carelessness.
August	18	R. C. Stone, brakeman	Creston	Run ouer; carelssness.
August	20	B. C. Rutchfield, laborer	Leffers	Fell from train; carelessness.
August	23	John Howe, brakeman	Mt. Pleasant	Run over; carelessness.
August	25	W. Ellis, brakeman	Davis City	Coupling; carelessness.
August	26	Ed. Harris, brakeman	Emerson	Fell from train; carelessness.
August	26	A. G. Hotchkiss, switchman	Creston	Coupling; carelessness.
August	26	Ed. Young, brakeman	Brooks	Putting up bunk.
August	26	C. Norman, brakeman	Tyrone	Wreck.
August	29	J. C. Hanson, switchman	Burlington	Fell from train; carelessness.
August	30	Geo. Doneley, brakeman	Chariton	Coupling; carelessness.
September	1	Tim. Tierney, laborer	Creston	Rail fell on him.
September	4	J. P. Rourke, brakeman	Agency	Hit by an unknown.
September	6	C. L. Renze, lumber yard	Burlington	Run over; carelessness.
September	6	Dick Murray, bridgeman	Bridge III A	Struck by spike bar.
September	7	C. W. Knox, conductor	Mt. Pleasant	Fell from train; carelessness.
September	7	J. Quinlan, engineer	Grand River	Caught by lever.
September	8	E. Hayden, telegraph	Hillsdale	Run over; foreman's.
September	8	M. T. Wolf, brakemen	Rome	Coupling; carelessness.
September	11	Wm. Wallace, car-checker	Ottumwa	Boarding train; carelessness.
September	12	E. B. Gerlach, brakeman	Burlington	Boarding train; carelessness.
September	12	Hugh Frazer, engine cleaner	Burlington	Engine moved while under engine.
September	15	Pat. Malone, laborer	Burlington	Thrown off train.
September	16	Cal. Wimberly, switchman	Ottumwa	Car door fell on him.
September	17	E. W. Cunningham, brakeman	Rome	Boarding train; carelessness.
September	19	J. M. Strong, brakeman	Essex	Coupling; carelessness.
September	24	Wm. Berber, fenceman	Macedonia	Run into.
September	26	C. L. Andrews, brakeman	New London	Fell from train; accidental.
October	1	J. Furneskee, car repairer	New London	Jumped from train; carelessness.
October	1	J. Isenberry, brakeman	Murray	Coupling cars; carelessness.
October	3	E. W. Evans, switchman	Creston	Run over.
October	16	A. Barber, foreman	Thayer	Collision; conductor's fault.
October	16	C. Waddell, foreman	Thayer	Collision; conductor's fault.
October	17	J. B. Ripley, brakeman	Russell	Loading coal; carelessness.

TABLE OF ACCIDENTS—CONTINUED.

INJURED—EMPLOYES.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.				
October	20	F. Walker, freight laborer	Red Oak	Walked off platform; carelessness.
October	21	Albert Albertson, freght laborer	Leffiers	Unloading ties; carelessness.
October	23	James Clure, switchman	Burlington Yard	Fell from train; carelessness.
October	26	J. T. Brown, brakeman	Fairfield	Fell from train; carelessness.
October	28	John Reed	Marion	Coupling; carelessness.
October	28	George Scott	Milo	Fell from train; carelessness.
October	29	T. D. Furguson, brakeman	Mt. Pleasant	Coupling; carelessness.
November	1	George Norman, brakeman	Albia	Coupling; carelessness.
November	1	Miles Ray, engineer	Creston	Collision.
November	3	G. A. Bryan, conductor	Knoxville	Fell from train.
November	4	A. J. Hume, brakeman	East of Dudley	Knocked off train by bridge.
November	6	Wm. Smith, brakeman	Thayer	Coupling; carelessness.
November	6	L. M. Price, brakeman	Albia	Coupling; carelessness.
November	7	L. McCoy, brakeman	Danville	Knocked off train.
November	8	J. F. Coleman, brakeman	Ft. Madison	Collision.
November	10	C. Peisenberg, brakeman	Chillicothe	Coupling; carelessness.
November	17	W. H. Shade, brakeman	Ottumwa	Coupling; carelessness.
November	17	Charles Durlin, engineer	Carson	Fell off engine; carelessness.
November	17	James Barker, brakeman	Chariton	Coupling; carelessness.
November	18	W. J. Carson, switchman	Burlington	Coupling; carelessness.
November	18	W. Horne, brakeman	Mt. Pleasant	Fell on top of car; carelessness.
November	18	C. H. Walker, brakeman	Big Creek Hill	Struck by lump of coal.
November	19	Ed. Cavanaugh, switchman	Ottumwa	Foot caught in track.
November	21	Gus. Johnson, blacksmith	Burlington	Struck by hammer.
November	23	Thomas Dunn, section foreman	Ft. Madison	Boarding train; carelessness.
November	23	A. J. McArthur, brakeman	Villisca	Coupling; carelessness.
November	23	Charles Allen, fireman	East of Creston	Fell from engine; carelessness.
November	25	E. H. Smith, yard-master	Des Moines	Coupling; carelessness.
December	1	J. K. Work, brakeman	Union	Struck by bridge; carelessness.
December	2	John Thompson, brakeman	Villisca	Boarding engine; carelessness.
December	3	A. Frazer, brakeman	Afton	Crushed between cars; carelessness.
December	4	L. W. Cummings, brakeman	Villisca	Coupling; carelessness.
December	4	E. E. Wilder, fireman	Burlington	Caught between draw-bars; carelessness.
December	4	Wm. Coffin, brakeman	Chariton	Coupling; carelessness.
December	4	Whitman Dill, brakeman	Chariton	Jumping on car; carelessness.
December	4	Fred. Bell, switchman	Burlington	Caught between draw-bars; carelessness.
December	7	D. W. Templeton, brakeman	Anderson	Ladder broke; accident.

December	7	D. K. Guman, fireman	Dudley	Jumping from train; carelessness.
December	9	J. W. Weyman, wrecker	Batavia	Struck by derrick wheels; carelessness.
December	10	H. Engart, section man	Agency	Loading steel.
December	11	Wm. Russ, engineer	West of Ottumwa	Collision; employe's.
December	11	Sam. Meyer, conductor	Ottumwa	Struck by broken rope; carelessness.
December	12	Charles Anderson, laborer	Red Oak	Foot caught in rail.
December	13	O. G. Davison, brakeman	West of Chillicothe	Knocked off train by bridge.
December	18	J. B. Coffin, brakeman	Thayer	Jumping on train.
December	18	W. S. Wilkins, brakeman	Batavia	Collision; operator's.
December	20	P. C. Weyman, wrecker	Near Batavia	Hit with maul.
December	20	Fred. Palmer, switchman	Creston	Hit with switch lever; no one's.
December	22	D. J. Daugherty, switchman	Creston	Caught between draw-bar; carelessness.
December	24	J. F. Slingluff, conductor	Coalport	Coupling; carelessness.
December	25	C. Thompson, brakeman	Pacific Junction	Caught between draw-bars; carelessness.
December	27	N. F. Arnold, brakeman	Burlington	Caught between draw-bars; carelessness.
December	31	John Callahan, brakeman	Burlington Junction	Caught between draw-bars; carelessness.
1882.				
January	3	N. A. Kunce, switchman	Creston	Coupling; carelessness.
January	3	O. J. Doty, switchman	Creston	Coupling; carelessness.
January	4	G. H. Rourke, brakeman	Rome	Coupling; carelessness.
January	6	J. F. Branhard, brakeman	Creston	Collision; employe's.
January	9	A. V. Larson brakeman	Prescott	Coupling; carelessness.
January	9	A. Bailey, switchman	Creston	Engine rod broke; accident.
January	10	J. P. Palmer, fireman	Agency	Finger in machinery; carelessness.
January	11	Wm. Tracey, machinist	Burlington	Coupling; carelessness.
January	11	—— Gordon, brakeman	Kent	Coupling; carelessness.
January	12	C. H. Jerne, brakeman	Burlington Junction	Dragged under tender; carelessness.
January	14	Charles Krammer, brakeman	Bigelow	Brake-wheel came off; accident.
January	14	R. H. Mooney, brakeman	Middletown	Struck by lever; carelessness.
January	14	E. Davis, brakeman	Thayer	Coupling; carelessness.
January	17	Wm. Mallory, brakeman	Hastings	Coupling; carelessness.
January	18	J. W. Lickman, brakeman	Cleveland	Coupling; carelessness.
January	20	Tyson ——, engineer	Woodburn	Jumped from engine.
January	21	M. Dorsey, brakeman	Malvern	Fell from train; carelessness.
January	23	O. E. Hendricks, helper	Ottumwa	Struck on head; carelessness.
January	24	E. D. Taylor brakeman	Monroe	Coupling; carelessness.
January	24	E. Morrison, switchman	Burlington	Dragged under engine; carelessness.
January	24	Henry Mored, brakeman	Agency	Getting off engine; carelessness.
January	25	George May, carpenter	Burlington	Brick fell on him; carelessness.
January	27	Dan. Cooney, switchman	Creston	Getting on engine; carelessness.
January	30	J. T. Campbell, switchman	Burlington	Coupling; carelessness.
January	30	James Wisson, clerk	Burlington	Crossing track; carelessness.
January	—	C. Lundstrum, laborer	Hastings	Stone fell on him; carelessness.
February	7	John Johnson, stockman	Creston	Fell from train; accident.
February	7	Dan. Sheridan, bridgeman	Dudley	Bank caved; accident.
February	10	George Lyon, brakeman	Creston	Coupling; carelessness.
February	10	John Maroonly, brakeman	Mt. Pleasant	Coupling; carelessness.
February	21	A. Swanson, laborer	Ottumwa	Squeezed under engine; accident.
February	23	R. S. Burgantzle, brakeman	Hopkins	Coupling; carelessness.
February	24	Henry Mored, brakeman	Agency	Getting off engine; carelessness.

REPORT OF ACCIDENTS—CONTINUED.

INJURED—EMPLOYES.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.				
February	26	L. McCoy, brakeman	Mt. Pleasant	Jumped from train; carelessness.
February	28	Adolph Peterson, brakeman	Fairfield	Fell from train; carelessness.
March	3	W. B. Beame, switchman	Burlington	Coupling; carelessness.
March	5	O. W. Wright, brakeman	Chariton	Getting off train; carelessness.
March	6	Chas. Coughlin, fireman	North of Creston	Fell from engine; carelessness.
March	8	A. Hanson, brakeman	C. Crossing	Coupling; carelessness.
March	10	W. F. Strong, switchman	Creston	Coupling; carelessness.
March	10	Dan Amos, brakeman	Creston	Coupling; carelessness.
March	15	D. M. Doty, brakeman	Red Oak	Fell from train; carelessness.
March	18	C. Lundgreen, coal heaver	Chariton	Fell from chute; carelessness.
March	19	Robt Allison, wrecker		Hand caught in block; carelessness.
March	21	G. W. Thompson, brakeman	Burlington	Coupling.
March	21	John Toombs, brakeman	Lucas	Coupling; carelessness.
March	24	Frank Phillips, hostler	Council Bluffs	Pinched in turntable; accident.
March	30	F. A. Sawhill, brakeman	Albia	Coupling; carelessness.
April	1	C. S. Bruner, conductor	Nodaway	Jumped from train; no one's fault.
April	2	J. S. Diffenbaugh, brakeman	Hastings	Fell off train; careless.
April	6	J. V. Vanwick, engineer	Mt. Pleasant	Head struck by water crane; accident.
April	7	J. E. Thompson, brakeman	Red Oak	Coupling; carelessness.
April	11	J. M. Rathbone, engineer	Burlington	Collision; carelessness.
April	11	J. M. Shamp, section foreman	South of Viele	Rail fell on him; no one's fault.
April	12	Ellis Riley, brakeman	Clarinda	Coupling; carelessness.
April	13	Peter Kelly, switchman	Creston	Coupling; carelessness.
April	16	H. V. Buffington, conductor	Afton	Kicked by a steer; no one's fault.
April	17	Wm. Stewart, laborer	Leffiers	Boiler fell on him; accident.
April	20	O. Martin, brakeman	Creston	Collision; employe's.
April	20	J. C. Varcan brakeman	Creston	Collision; employe's.
April	27	John Gallagan, brakeman	Mt. Pleasant	Fell from train; careless.
April	28	Frank Gregg, engineer	Chariton	Working on engine; careless.
May	4	G. W. Robinson, brakeman	Mt. Pleasant	Struck by engine; careless.
May	5	M. Fisher, switchman	Burlington	Jumping off train; careless.
May	13	F. Danbendick, blacksmith	Burlington	Struck by hammer; no one's fault.
May	13	A. M. Lyons, brakeman	Agency	Coupling; carelessness.
May	15	Jas. Martin, laborer	South of Humeston	Foot cut with adze; carelessness.
May	17	Chas. Wicker, switchman	Pacific Junction	Coupling; carelessness.
May	22	C. G. Nelson, section man	Burlington	Run over, carelessness.

May	24	Lee Cannot, clinkerer	Ottumwa	Struck by clinker-box; accident.
May	30	John Sherer, laborer	Villisca	Fell from train; careless.
May	30	E. B. Peterson, laborer	Burlington	Fell from scaffold; careless.
June	2	Thomas Shaw, switchman	Red Oak	Between draw-bars; careless.
June	6	C. D. Lockort, brakeman	Mt. Pleasant	Coupling; careless.
June	6	E. E. Willey, carpenter	Burlington	Fell off building; careless.
June	6	Dan Carters, brakeman	Prescott	Getting on train; careless.
June	9	Wm. Johnson, conductor	Maitland	Fell off train; careless.
June	11	A. Johnson, laborer	Grand Rivers	Crossing over train; careless.
June	12	D. T. Toomey, switchman	Creston	Coupling; careless.
June	13	Lee Perry, brakeman	Ottumwa	Coupling; careless.
June	14	W. T. Mickle, telegraph operator	Thayer	Getting off train; careless.
June	16	S. Beckwith conductor	Dudley	Fell from train; careless.
June	17	A. M. Parmeter, engineer	Mt. Pleasant	Ran into; no one's fault.
June	19	G. M. Gray, brakeman	Woodburn	Coupling; carelessness.
June	21	G. D. Provolt, brakeman	Ursa	Fell from train; carelessness.
June	23	S. Carter, machinist	Burlington	Dropped wedge on foot; carelessness.
June	24	Jos. Fought, section foreman	Davis City	Collision; carelessness.
June	26	Chas. Peterson, laborer	Burlington	Rail fell on him; carelessness.
June	26	J. F. Ackley, brakeman	Dudley	Jumped from train; carelessness.
June	27	Wm. Call, carpenter	Conway	Timber fell on him; carelessness.

INJURED—OTHER THAN EMPLOYES.

1881.				
July	1	Chas Evans, citizen	Afton	Trespasser; careless.
July	4	L. Dunning, citizen	Melrose	Getting on train; careless.
July	5	Unknown	Afton	Stealing ride; careless.
July	19	Dan Sullivan, citizen	Albia	Trespasser; drunk.
August	22	Unknown	Ottumwa	Trespasser; drunk.
August	27	A. Robinson, teamster	Leffiers	Trespasser; drunk.
September	4	N. Dove, boy	Flaglers	Stealing ride; careless.
September	6	Frank Titus, boy	Carman	Lamp exploded; accident.
September	7	—— Chambers, stockman	Grand Rivers	Stealing ride; careless.
September	19	Wm. McVey, water boy	Chillicothe	Boarding train; careless.
September	22	Unknown	C. Crossing	Run over; careless.
September	22	Geo. Bliss, citizen	Albia	Run over; careless.
September	24	John Kiser, citizen	Burlington	Run over; careless.
October	1	C. Lewiston, citizen	Mt. Pleasant	Boarding train; careless.
October	5	W. C. Mitchell, citizen	Ft. Madison	Trying to couple; drunk.
October	16	B. Hallam, citizen	Stanton	Boarding train; drunk.
November	4	Mrs. H. Longly, passenger	Dudley	Getting off train; careless.
November	5	W. C. Mitchell, citizen	Ft. Madison	Trying to couple; careless.
November	8	Chas. Davis, tramp	West Point	Caught in timbers; careless.
November	12	L. Anderson, citizen	Alf	Run over; careless.
December	21	D. Ewing, citizen	Burlington	Fell from train; careless.
December	26	H. Beck, citizen	Danville	Run over; careless.
1882.				
January	—	C. Griffith, boy	Burlington	Boarding train; careless.

REPORT OF ACCIDENTS—CONTINUED.

INJURED—OTHER THAN EMPLOYES.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882.				
January	—	J. Lewis, ice packer	Pacific Junction	Packing ice; accident.
January	—	Unknown	Burlington Grade	Jumped from train; careless.
February	2	John Hunt, tramp	Albia	
February	18	A. Johnson, tramp	Burlington	Run over; carelessness.
February	25	M. Troyer, citizen	New London	Jumped from train; carelessness.
March	3	L. L. Mitchell, citizen	Tyrone	Jumped from train; carelessness.
March	5	P. Greeser, boot-black	Hillsdale	Getting on train; carelessness.
March	17	Jas. Hickey, citizen	Ottumwa	Run over; carelessness.
March	17	G. S. Stead, citizen	Ottumwa	Getting on train; carelessness.
March	17	Unknown	West of Villisca	Knocked off bridge; accident.
April	12	Wm. McHenry, citizen	Humeston	Getting off train; careless.
April	24	Peter Marlandt; boy	Burlington	Run over; careless.
April	29	Mrs. Conner	Des Moines	Crossing track; careless.
May	6	Pat. Coddery, citizen	Dudley	Run over; careless.
May	12	Victor Dubois, citizen	Thayer	Fell from train; careless.
May	26	J. V. Lee, tramp	Fairfield	Getting on train; careless.
May	31	Unknown	Cent. Crossing	Run over; careless.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Derailments	...	...	...	...	1	...
Collisions	...	...	...	...	11	...
Caught in frogs	...	...	...	...	...	...
Coupling cars	...	...	...	...	88	2
Falling from trains	...	2	...	...	29	2
Getting on and off trains	1	2	2	1	21	12
Highway crossings	...	...	...	...	...	...
Miscellaneous	...	7	10	...	74	...
Overhead obstructions	...	...	...	...	5	1
Stealing rides	...	...	...	...	...	5
Trespassers on track	...	...	...	...	...	17
Total	1	11	12	1	199	39

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	24
Number of persons injured during the year	239
Number of casualities purely accidental during the entire year	16
Number resulting from lack of caution, carelessness, or misconduct	143
Number of persons killed or injured while intoxicated	5
Number of trespassers on track killed or injured	17
Number of tramps or others stealing rides killed or injured	5
Suicides in Iowa	0

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Charles E. Perkins, Burlington, Iowa.
Vice-President—1st. A. E. Touzalin, Boston, Massachusetts.
2d. J. C. Peasley, Chicago, Illinois.
3d. T. J. Potter, Chicago, Illinois.
Secretary—H. W. Weiss, Chicago, Illinois.
Treasurer—J. C. Peasley, Chicago, Illinois.
General Manager—T. J. Potter, Chicago, Illinois.
General Superintendent—H. B. Stone, Chicago, Illinois.
Division Superintendents—J. D. Besler, Galesburg, Illinois.
K. H. Wade, Burlington, Iowa.
Chief Engineer—R. J. McClure, Chicago, Illinois.
Superintendent of Telegraph—J. Q. Morgan, Chicago, Illinois,
Auditor General—J. L. Lathrop, Chicago, Illinois.
General Passenger Agent—Percival Lowell, Chicago, Illinois.
General Freight Agent—E. P. Ripley, Chicago, Illinois.
Attorney—Wirt Dexter, Chicago, Illinois.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

John M. Forbes, Boston, Massachusetts.
Sidney Bartlett, Boston Massachusetts.
Charles J. Paine, Boston, Massachusetts.
Channing Clapp, Boston, Massachusetts.
John L. Gardner, Jr., Boston, Massachusetts.
William Endicott, Jr., Boston, Massachusetts.
Edward Bangs, Boston, Massachusetts.
John N. A. Griswold, New York City.
Peter Geddes, New York City.
Wirt Dexter, Chicago, Illinois.
Charles E. Perkins, Burlington, Iowa.

Date of annual meeting of stockholders, Wednesday after fourth Monday in April.

Fiscal year of company ends December 31st.

General offices of the company located at 102 Michigan Avenue, Chicago, Illinois.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

T. J. Potter, Third Vice-President and General Manager of the Chicago, Burlington & Quincy Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) T. J. POTTER,
[R. R. SEAL.] *Third Vice-President and General Manager.*

ATTEST:
H. W. WEISS, *Secretary.*

Subscribed and sworn to before me, this 6th day of October, A. D. 1882.

F. L. BLOSSOM,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 7th day of October, A. D. 1882.

E. G. MORGAN,
Secretary Board of Railroad Commissioners.

REPORT

OF THE

KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS

RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association		$ 5,284,656.71
Amount authorized by vote of the company		5,284,656.71
Amount issued, number of shares 52,777.1366, amount paid in		5,284,656.71
Amount of common stock issued		5,284,656.71
Capital stock Tarkio Valley R. R. Co		237,000.00
Capital stock Nodaway Valley R. R. Co		214,000.00
Total amount paid in as per books of the company		$ 5,735,656.71

Amount of stock per mile of road, 312½ miles	$ 18,354.10
Amount of stock representing the road in Iowa	977,661.49
Amount of stock held in Iowa	68,775.00
Total number of stockholders	5,732
Number of stockholders in Iowa	75

DEBT.

Funded debt as follows:

First mortgage bonds, due January 1, 1907, rate of interest, 7 per cent		$ 5,000,000.00
Interest paid on same during the year	$ 350,000.00	
Income bonds, due January 1, 1907, rate of interest not to exceed 6 per cent		674.51
Interest paid on same during the year	None.	
Council Bluffs & St. Jo. R. R. bonds, old issue, outstanding, and to be exchanged for K. C., St. Jo. & C. B. bonds, rate of interest		500.00
Interest paid on same during the year	None.	
First mortgage bonds (Tarkio Valley R. R. Co.), due June 1, 1920, rate of interest, 7 per cent		408,000.00
Interest paid on same	$ 30,100.00	
First mortgage bonds (Nodaway Valley R. R. Co.), due June 1, 1920, rate of interest, 7 per cent		368,000.00
Interest paid on same	$ 27,160.00	
Total amount of funded debt		$ 5,777,174.51

Total amount of debt liabilities		$ 5,777,174.51
Amount of debt per mile of road	$ 18,486.95	
Total amount of stock and debt	11,512,831.22	
Amount of stock and debt per mile of road	36,841.05	

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY).

NOTE.—Owing to this company being composed of a number of consolidations, it is impossible to give a detailed account of the cost for construction as required by the above; the best that can be done is to show the total, which represents the cost to this company.

Total expended for construction		$ 10,664,569.04
Average cost of construction per mile of road (312½ miles)	$ 34,126.62	
Proportion of cost of construction for Iowa	1,972,945.27	
Purchase of other roads (specifying same) and all particulars. No other roads purchased during year.		

COST OF EQUIPMENT.

Cannot give cost separately for same reason as noted for Construction.

Total for equipment	$ 1,353,034.61
Average cost of equipment per mile of road operated by company (312½ miles)	$ 4,329.71
Proportion of cost of equipment for Iowa	250,311.40
Total cost of road and equipment	$ 12,017,603.65
Average cost of road and equipment per mile (312½ miles)	$ 38,456.33
Proportion of cost of road and equipment for Iowa	2,223,256.67
Average cost of road and equipment per mile in Iowa (58.3 miles)	38,134.76

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading and new tracks	$ 23,367.12
Bridging and masonry	18,455.85
Land, land damages, and fences	10,452.62
Passenger and freight stations, coal sheds, and water stations	17,593.61
Engineering, agencies, salaries, and other expenses during construction	63.17
Total for construction	$ 69,932.37

EQUIPMENT.

Freight and other cars (balance on boarding car)	$ 36.44
Tools and machinery	3,319.98
Total for equipment	$ 3,356.42

Any other expenditures charged to property account.....		None.
Total expenditures charged to property accounts.....$		73,288.79
Property sold (or reduced in valuation on the books) and credited property accounts during the year (specifying same):		
Dining car sold for .....$	7,500.00	
Safe in pay car sold for.....	75.00	
		7,575.00
Amount the capital has been increased by stock or other dividends that is not represented by actual increase of property—dividing surplus or any other increase. None.		
Net addition to property account for the year.....$		65,713.79

GENERAL EXHIBIT.

Total earnings.....$	1,803,506 94
Total expenses, including taxes	1,243,794.51
Net earnings.....	559,712.43
Rentals, specifying amount paid to each company: (Charged in operating expenses.)	
Interest accruing during the year on bonds.....	410,194.16
Interest paid during the year on bonds.....	410,194.16
Dividends declared. None.	
Balance for the year—surplus.....	149,518.27
Interest falling due during the year and not paid. None.	
Balance at commencement of the year.....	431,223.67
Balance at the close of the year, June 30, 1882.....	574,342.90
Income from other sources than earnings. None.	
Total income from all sources for the year .....$	1,803,506.94

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 354,382.83	
From through passengers	160,366.05	
From all passengers		$ 514,748.88
From express and baggage		21,212.89
From mails		30,592.05
Total earnings, passenger department		$ 566,553.82
Earnings per train mile run (510,770 miles)	$ 1.10	
Earnings, freight:		
From local		$ 517,771.87
From through		644,811.90
Total earnings, freight department		$ 1,162,583.77
Earnings per train mile run (532,420 miles)	$ 2.18	
Total transportation earnings		$ 1,729,137.59
Earnings per train mile run, from all trains earning revenue (1,043.190 miles)	$ 1.66	
Earnings per mile of road operated (312½ miles)	5,533.24	
Proportion of earnings for Iowa	215,598.16	
Rents received for use of road and miscellaneous sources—whole line		74,369.35
Total income from all sources		$ 1,803,506.94
Proportion of income for Iowa		$ 249,227.63

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 214,098.77
Renewal of rails	73,084.54
Number tons laid, steel, 2,166 $\frac{816}{2240}$.	
Number tons laid, iron, none.	
Renewal of ties	50,529.71
Number laid, 84,080.	
Repairs of bridges, including culverts and cattle-guards	42,887.90
Repairs of fences, road-crossings, and signs	23,690 95
Repairs of buildings, stations, and water-tanks	29,124.30
Total	$ 433,416.17

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 57,566.05
Repairs of passenger cars	35,763.91
Repairs of freight cars	72,039.98
Total	$ 165,369.94

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives		$ 72,480.72
Water supply		10,949.76
Oil and waste		5,926.30
Locomotive service		77,883.33
Hired engines		2,012.40
Mail service		1,080.00
Passenger and freight train service and supplies		69,756.84
Mileage of freight cars (debit balance)		28,807.08
Telegraph expenses (maintenance and operating)		12,224.92
Damage and loss of freight and baggage		3,138.30
Damage to property and cattle		17,571.77
Personal injuries		4,862.91
Agents and station service and station supplies		156,697.48
Total		$ 463,391.81

CLASS 4—GENERAL EXPENSES.

Salaries of general officers, clerks, and legal expenses		$ 60,957.94
Rents		33,668.42
Stationery and printing		16,559.30
Outside agencies and advertising		11,136.16
Contingencies and expenses of Boston office		23,295.67
Taxes in Iowa	$ 6,705.07	
Taxes in other States	29,294.93—	36,000.00
Total		$ 181,616.59

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 433,416.17
Maintenance of motive power and cars	165,369.94
Conducting transportation	463,391.81
General expenses, including taxes	181,616.59
Total operating expenses and taxes	$ 1,243,794.51

Operating expenses and taxes per mile of road	$ 3,980.14
Operating expenses and taxes per train mile run, for trains earning revenue (1,043,190 miles)	1.19
Proportion of operating expenses and taxes for Iowa	230,102.02
Expenses of running and management of passenger trains	149,454.41
Expenses of running and management of passenger trains per train mile, cents	29.2
Expenses of running and management of freight trains	237,932.32
Expenses of running and management of freight trains per train mile, cents	44.68
Expenses of running and management of all trains earning revenue	387,386.73
Percentage of expenses to income	68.9

GENERAL RECAPITULATION.

Total income		$ 1,803,506.94
Total operating expenses and taxes		1,243,794.51
Net income above operating expenses and taxes		559,712.43
Net income above operating expenses, taxes, interest and rental		149,518.27
Gross income per train mile run (1,043,190 miles)	$ 1.73	
Net income per train mile run (1,043,190 miles)	.14	
Percentage of net income to stock and debt	1.29	
Percentage of net income to cost of road and equipment	1.24	

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year	$ 431,223 67
Surplus at the close of the year	580,741.94
The amount invested in railroad stocks, N. V. R. R. and T. V. R. R.	42,000.00
Give the name of each road, and the number of shares owned in each of them and the par value of shares:	
Nodaway Valley R. R. Co., 200 shares, at $100 each.	
Tarkio Valley R. R. Co., 220 shares, at $100 each.	
Stock owned in Union Depot Co.	19,409.52
Stock owned in Union Stock Yard Co., St. Joseph	9,525.00
Amount absorbed in construction	367,912.88
Amount in material and balances from other roads	141,894.53

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1882.

DEBIT.

Construction	$ 10,664,569.04
Equipment	1,353,634.61
Supplies on hand	55,522.76
Cash on hand	196,955.77
Real estate, St. Joseph	54,124.18
Suspended debts	72,632.05
Union Depot Co.'s stock	19,409.53
Union Stock Yard Co.'s stock	9,525.00
Nodaway Valley R. R. stock	20,000.00
Tarkio Valley R. R. stock	22,000.00
Amount due from others	86,371.77
	$ 12,554,144.71

CREDIT.

Capital stock	$ 5,735,656.71
Bonded debt	5,777,174.51
Accrued interest	4,526 66
Unpaid vouchers	184,917 37
Land account	35,557.21
Unpaid coupons (payable)	176,971.35
Bills payable	65,000 00
Income account, or surplus	574,342.90
	$ 12,554,144.71

DESCRIPTION OF ROAD.

Length of main line of road from Kansas City to Council Bluffs, miles	197.77
Length of main line of road in Iowa	52
Length of main line of road in Missouri	145.77
Branches owned by this company:	
Hopkins Branch, miles	50.24
East Atchison Branch	1.17
East Nebraska City Branch	2.26
Tarkio Valley Branch	29.52
Nodaway Valley Branch	31.53
Total length of branches owned by this company	114.72
Total length of branches owned by this company in Iowa	6.35
Total length of branches owned by this company in Missouri	108.37
Total length of road belonging to this company	310.99
Aggregate length of sidings and other tracks not above enumerated	46.34
Same in Iowa	8.65
Aggregate length of track computed as single track	357.32
Same in Iowa	67.01
Total length of steel rails in tracks in Iowa, exclusive of sidings	42
Total length of iron rails in tracks in Iowa, exclusive of sidings	16.35
Weights per yard, steel { 17 miles 60 pounds. 3 miles 56 pounds. 22 miles 52 pounds.	
Weights per yard, iron, 52 pounds.	
Gauge of track	4 ft. 8½ in.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description, and length of each:	
H. & St. J. R. R. bridge, Harlem to Kansas City	1.50
Total length of above roads in Missouri	1.50
Total miles of road operated by this company	312.49
Total miles road operated by this company in Iowa	58 35

STATIONS.

Number of stations on all roads owned by this company	51
Same in Iowa	11
Number of stations on all roads operated by this company	51
Same in Iowa	11
Number of telegraph offices in stations in Iowa	11

EMPLOYES.

Number of persons regularly employed on all roads operated by this company, about	1,685
Same in Iowa, about	95
Amount paid employes, including officials, on all roads operated by this company	$ 822,456.22
Same in Iowa (approximately)	52,154.40

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden A bridges under 100 feet in length	2	160
Wooden trestle and pile, feet	32	2,100

BOX CULVERTS IN IOWA.

Timber, open pile culverts	6

CATTLE-GUARDS.

Number of in Iowa	68

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)	5,592
Amount of trestle work replaced with earth during the year (lineal feet)	180

Give the average number of years the trestle and pile bridges last on your road in Iowa. About nine years.

Give the average number of years that wooden truss bridges last on your road in Iowa. About ten years.

ROAD-BED AND TRACK.

Number of track sections in Iowa	10
Average length of sections, miles	5
Average number of men in each section gang	6
Number of new ties laid in track during the year in Iowa	12,000
Average number of new ties per mile of road	325
New rails laid in track during the year in Iowa—steel 205 tons, miles	2½

What is the average number of years that iron rails last in your track on main line in Iowa? Ten years.

*What is the average number of years that iron rails last in your track on branches in Iowa? Have only about 4¼ miles of branch in Iowa.

What is the average number of years that steel rails last in your track on main line in Iowa? We have steel in track which has been in nine years and is in good condition yet.

What is the average number of years that ties last in your track in Iowa? Oak ties last about eight years.

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?
Chicago, Burlington & Quincy Railroad, at Pacific Junction.
Wabash, St. Louis & Pacific Railway, at Council Bluffs.

Number of highway crossings at grade	36

*The only branch we have which has been in operation longer than two years, is the Hopkins branch in Missouri, and iron rails last no longer on this branch than on main line, owing to heavy grades.

FENCING IN IOWA.

How many miles of fencing have you on your road, miles....	26
What is the average cost per rod.....$	2.80
What is the total cost of same.....	11,800.00
How many miles of new fencing have been built during the year.....	2
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Fremont county, miles.....	11.7
In Mills county, miles.....	12.8
In Pottawattamie county, miles.....	1.5
Total miles.....	26

ROLLING STOCK.

Number of locomotives.....	38
Number of passenger cars.....	20
Number of baggage, mail, and express cars.....	11
Number of official cars.....	1
Number of box freight cars.....	775
Number of stock cars.....	22
Number of platform cars.....	166
Number of other cars, including 144 combination cars.....	164
Total.....	1,159

Maximum weight of locomotives and tenders, 47 tons, tenders full of fuel and water.

Average weight of locomotives and tenders, 44 tons.

Number of locomotives equipped with train brake.....	14

Kind of brake, "Westinghouse air."

Maximum weight of passenger cars, 19½ tons.

Average weight of passenger cars, 18 tons.

Number of cars equipped with train brake.....	33

Kind of brake, "Westinghouse air."

Number of passenger cars equipped with Miller platform and buffer.....	20
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine 47, tons.....	450

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year.....	510,770
Miles run by freight trains during the year.....	532,420
Miles run by switching trains during the year.....	417,398
Miles run by other trains during the year.....	104,588
Total train mileage.....	1,565,176

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains.....	3.7
Average weight of passenger trains, exclusive of passengers, tons.....	115
Average number of cars in freight trains.....	18.5
Average weight of freight trains, exclusive of freight, tons...	214

PASSENGER TRAFFIC.

Number of through passengers carried	59,634
Number of local passengers carried	319,899
Number of special ticket passengers carried None.	
Total number of passengers carried	379,533
Total passenger mileage, or passengers carried one mile	17,195.295
Average distance traveled by each passenger	45.306
Average amount received from each passenger	$ 1.35.627
Highest rate of fare per mile for any distance, cents	4
Lowest rate of fare per mile for any distance, cents	2
Average rate of fare per mile for all passengers	2.9935

FREIGHT TRAFFIC.

Number of tons of through freight carried	373,638
Number of tons of local freight carried	334,407
Total tons of freight carried	708,045
Total mileage of through freight, tons carried one mile	36,815.308
Total mileage of local freight, tons carried one mile	29,619,978
Total freight mileage, or tons carried one mile	66,435,286
Average rate per ton per mile received for through freight, cts.	1.752
Average rate per ton per mile received for local freight, cts.	1.748
Average rate per ton per mile received for all freight, cts.	1.750
Percentage of freight originating at, and carried to stations in Iowa, to total freight carried in Iowa. (This should not include fuel or any material for the use of the road.)	23.63

CAR MILEAGE.

Number of miles run by loaded freight cars east and south, and west and north, whole line, miles	6,548,063
Number of miles run by empty freight cars east and south, and west and north, whole line, miles	3,528,554
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	35
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	35

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	24
Rate of speed of freight trains, including stops, miles per hour	10¾

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	146,034	20.6
Flour	18,500	2.7
Provisions (beef, pork, lard, etc.)	10,140	1.4
Animals	56,220	7.9
Other agricultural products	9,282	1.3
Lumber and forest products	163,478	23.2
Coal	64,098	9 0
Plaster, lime, and cement	5,124	.7
Salt	10,416	1.5
Petroleum and oil	1,128	.2
Iron, steel, and castings	11,466	1.6
Stone and brick	14,573	2.1
Manufactures—articles shipped from point of production	13,813	1.9
Merchandise, and other articles not enumerated above	183,773	25.9
Total tons carried	708,045	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES IN IOWA.

What express companies run on your road, and on what terms and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? United States Express Company pays a fixed sum for transporting within and up to a fixed limit of weight, and 1½ first class rates on excess. The railroad company does not handle or have anything to do with the express matter, or rates thereon as charged by express company, but simply carries when placed in baggage car.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? None. Various companies' cars run over this road for which we pay mileage as to railroad companies for similar service.

What amount have you paid other corporations, car loaning companies, stock companies, or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each?

Bain Wagon Company, Kenosha, Wisconsin	$ 1.48
Blue Line Transit Company, Rochester, New York	183.43
S. Cupples & Co., St. Louis, Missouri	59.77
Erie & North Shore Line, Detroit, Michigan	21.00
Erie & Pacific Despatch, Indianapolis, Indiana	14.73
Empire Line, Philadelphia, Pennsylvania	24.80
Fisk Brothers & Co., Racine, Wisconsin	33.08
Great Western Despatch, Indianapolis, Indiana	4.36
Hoosac Tunnel Line, Rochester, New York	67.47
Merchants' Despatch Trans. Co., 335 Broadway, New York	124.07
National Despatch Company, St. Albans, Vermont	64.58
National Line, Pittsburgh, Pennsylvania	6.50
Pfeiffer & Son, St. Joseph, Missouri	31.67
Red Line Transit Company, Buffalo, New York	129.48
Union Line, Pittsburgh, Pennsylvania	39.94
Abernathy Furniture Company, Kansas City, Missouri	2.23
St. Louis Refrigerator Car Company, St. Louis, Missouri	.28
Canada Southern Line, Buffalo, New York	90.63
American Refrigerator Transit Co., St. Louis, Missouri	4.58
Anderson Refrigerator Car Company, New York City	67.93
Grasselli Oil Company, Cleveland, Ohio	5.47
C. C. Comstock, Grand Rapids, Michigan	.85
Erie & North Shore Despatch, Detroit, Michigan	57.95
Menosha Wooden Ware Company, Menosha, Wisconsin	.61
Mann Brothers, Milwaukee, Wisconsin	4.41
Union Tank Line, Cleveland, Ohio	3.11
Standard Oil Company, Cleveland, Ohio	7.95
Commercial Express Line, Buffalo, New York	45.77
W. J. Lamp & Co., St. Louis, Missouri	3.10
White Line Transit Company, Buffalo, New York	125.15
Wabash & Erie Despatch Company, Detroit, Michigan	12.88
United States Express Company, 82 Broadway, New York	.91
Total	$ 1,239.47

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? The Pullman Palace Car Company's sleepers run on our road; we pay that company same rate per mile as for a coach hired of any railroad company.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. To Pullman Palace Car Company $5,206.14. The Pullman Palace Car Company receive the earnings.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? $150.48 per mile per annum for main line in Iowa, payable quarterly.

What amount have you paid for receiving and delivering mail to and from stations on your road? $1,080.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Company, 312½ miles.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1882.

INJURED.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.				
July	13	Geo. Burrows, fence gang	Hamburg	Climbing on train in motion; foot crushed.
July	19	E. Vaughan, laborer	East Nebraska City	Fell while carrying tie; arm injured.
July	25	N. Trudo, Laborer	Hamburg	Jumped off hand car in motion; shoulder dislocated.
October	17	E. Bunch, brakeman	Pacific Junction	Coupling cars; finger mashed.
1882.				
February	11	Geo. Rice, brakeman	Henton's	Chaining two cars together (cars had no draw heads); squeezed him.
June	10	Fred. Amsden, laborer	Nebraska City Junction	Unloading steel rail; fell on toe and mashed it.

TABULAR STATEMENT OF ACCIDENTS.

CAUSE OF ACCIDENT.	INJURED. Employes.
Coupling cars	2
Getting on and off trains	1
Miscellaneous	3
Total	6

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	None.
Number of persons injured during the year	6
Number of casualties purely accidental during the entire year	2
Number resulting from lack of caution, carelessness, or misconduct	4

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Henry Parkman, Boston, Massachusetts.
Secretary and Treasurer—E. E. Pratt, Boston, Massachusetts.
General Manager—T. J. Potter, Chicago, Illinois.
General Superintendent—J. F. Barnard, St. Joseph, Missouri.
Assistant Superintendent—D. H. Winton, St. Joseph, Missouri.
Chief Engineer—C. C. Chandler, St. Joseph, Missouri.
Superintendent of Telegraph—G. M. Hohl, St. Joseph, Missouri.
Auditor—C. M. Carter, St. Joseph, Missouri.
General Passenger Agent—A. C. Dawes, St. Joseph, Missouri.
General Freight Agent—G. H. Crosby, St. Joseph, Missouri.
Attorneys—Strong & Mosman, St. Joseph, Missouri.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Henry Parkman, Boston, Massachusetts.
W. J. Ladd, Boston, Massachusetts.
E. E. Pratt, Boston, Massachusetts.
A. E. Touzalin, Boston, Massachusetts.
W. W. Baldwin, Burlington, Iowa.
J. F. Barnard, St. Joseph, Missouri.
C. M. Carter, St. Joseph, Missouri.
J. M. Barr, Boston, Massachusetts.
A. G. Stanwood, Boston, Massachusetts.

Date of annual meeting of stockholders, 1st Tuesday in March.
Fiscal year of company ends, December 31st.
General offices of the company are located at St. Joseph, Buchanan county, Missouri.

STATE OF MISSOURI, }
COUNTY OF BUCHANAN. } ss.

John F. Barnard, General Superintendent, and Chas. M. Carter, Assistant Treasurer and Auditor of the Kansas City, St. Joseph & Council Bluffs Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of

this company, and having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed) J. F. BARNARD,
General Superintendent.
E. M. CARTER.

Subscribed and sworn to before me, this 15th day of September, A. D. 1882.

[L. S.] A. MOSMAN.
Notary Public.

My commission expires October 25, 1882.

Received and filed in the office of the Commissioners of Railroads, this 18th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO, MILWAUKEE & ST. PAUL

RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association.....		
Amount authorized by vote of the company.....		
Amount issued, number of shares, 355,097.44; amount paid in.		$ 35,509,744.00
Amount of common stock issued.....		20,404,261.00
Amount of preferred stock issued, and conditions of preferment.....		15,105,483.00
(Preferred stock is entitled to seven per cent dividend, if earned, to the exclusion of common stock; but common stock is entitled to seven per cent before preferred can have more. After that, no preference.)		
Total amount paid in as per books of the company		35,509,744.00
Amount of stock per mile of road	$ 8,357.00	
Amount of stock representing the road in Iowa. (On basis of ——— miles of road.)	10,747,360.00	
Amount of stock held in Iowa	16,200.00	
Total number of stockholders.....	1,020	
Number of stockholders in Iowa.....	6	

NOTE.—The present company was organized in 1863, and comprises various lines of road which had been built by other companies, the records of which are not all in our possession, on which account it is impossible to give the information desired.

DEBT.

Funded debt as follows:

NAME OF BONDS.	Where payable.	When payable.	Date of issue.	Rate of interest.	Amount.
Consolidated	New York	July 1, 1905	1875	7	$ 11,240 000.00
Consolidated, old issue	New York	July 1, 1904	1874	7	215,000.00
La Crosse Division	New York	Jan. 1, 1893	1863	7	5,525,000.00
Iowa & Minnesota Division	New York	July 1, 1897	1867	7	3,382,000.00
Prairie du Chien Division, first mortgage	New York	Feb. 1, 1898	1868	8	3,674,000.00
Prairie du Chien Division, second mortgage	New York	Feb. 1, 1898	1868	7.3	1,299,000.00
Chicago & Milwaukee Division	New York	Jan. 1, 1903	1873	7	2,494,000.00
St. Paul (or River) Division	London	Jan. 1, 1902	1872	7	3,998,000.00
Iowa & Dakota Division	New York	July 1, 1899	1869	7	558,000.00
Iowa & Dakota Division extension	New York	July 1, 1908	1878	7	3,764,000.00
Hastings & Dakota Division	New York	Jan. 1, 1902	1872	7	97,000.00
Hastings & Dakota Division extension	New York	Jan. 1, 1910	1880	7	5,290,000.00
Southwestern Division	New York	July 1, 1909	1879	6	4,000,000.00
La Crosse & Davenport Division	New York	July 1, 1919	1879	5	2,500,000.00
Chicago & Pacific Division	New York	July 1, 1910	1880	6	3,000,000.00
Chicago & Pacific (Western) Division	New York	Jan. 1, 1921	1881	5	10,726,000.00
Southern Minnesota Division	New York	July 1, 1910	1880	6	7,439,000.00
Mineral Point Division	New York	July 1, 1910	1880	5	2,840,000.00
Dubuque Division	New York	July 1, 1920	1880	6	6,500,000.00
Wisconsin Valley Division	New York	July 1, 1920	1880	6	1,700,000.00
Wisconsin & Minnesota Division	New York	July 1, 1921	1881	5	1,000,000.00
Chicago & Lake Superior Division	New York	July 1, 1921	1881	5	1,359,000.00
Second mortgage	New York	Oct. 1, 1884	1864	7	387,000.00
Minnesota Central	New York	July 1, 1894	1864	7	123,000.00
Milwaukee & Western	New York	July 1, 1891	1861	7	215,000.00
Land grant income	New York	July 1, 1890	1880	7	318,000.00
Total					$ 83,643,000.00

Floating debt:

Incurred for construction, equipment, real estate, and interest .....

Total amount of floating debt, in excess of assets ..... $ 1,593,846.60

Total amount of debt liabilities ..... $ 85,236,846.60

Amount of debt per mile of road ..... $ 20,061.00
Total amount of stock and debt 120,746,590.60
Amount of stock and debt per mile of road 28,418.00

COST OF ROAD AND EQUIPMENT.

See preceding note, on page 169.

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Bridging	$ 43,171.95
Land	373,381.63
Passenger and freight stations, coal sheds and water stations	429,732.63
Engine houses, car sheds and turntables; Machine shops, including machinery and tools	495,851.28
Purchase of other roads (specifying same) and all particulars:	
Southern Minnesota Railway; Chicago & Pacific Railway; Mineral Point Railway; Chi., Clinton, Dubuque & Minn. Railroad; Wisconsin Valley Railroad; Pine River Valley & Stevens Point Railroad; Western Union Railroad; Hastings & Dakota Railway; Davenport & Northwestern Railway; Iowa Eastern Railway; Dubuque & Southwestern; Sioux City & Dakota Railway	3,935,226.48
Cost Wisconsin & Minnesota Division	126,780.00
Cost Chicago & Lake Superior Division	169,078.68
Construction Iowa & Dakota Division extensions	453,489.33
Hastings & Dakota Division extensions	972,968.05
Southern Minnesota Division extensions	497,264.47
Libertyville extension	758.41
line St. Paul to Minneapolis	19,263.69
Monroe extension	271,515.51
Minneapolis extension	52,641.23
Marion extension	6,457,149.07
Clinton extension	46,617.42
Rockton extension	292,426.82
Ottumwa extension	11,695.81
Emmetsburg extension	263,668.13
Mazomanie extension	145,068.04
Broadhead extension	3,884.99
Beaver Dam extension	18,408.93
Red Wing extension	9,935.21
Stillwater extension	484,658.96
Purchase track at St. Paul	25,000.00
Double track, side tracks, etc.	378,864.77
Total for construction, purchase, etc.	$ 15,978,501.49

EQUIPMENT.

Locomotives, number	125	$ 1,428,601.48
Passenger cars	36	183,209.33
Mail, baggage, and express cars, built and partially built in car-shops (part cost)	14	54,897.91
Parlor, dining, and sleeping cars	12	145,608.55
Freight and other cars	2,058	1,192,240.82
Wrecking-cars, pile-drivers, and tools		22,401.27
Total for equipment		$ 3,026,959.36
Total expenditure charged to property accounts		$ 19,005,460.85

Property sold (or reduced in valuation on the books) and credited property accounts during the year:	
Real estate in Chicago sold	$ 10,468.33
Amount the capital has been increased by stock or other dividends that is not represented by actual increase of property—dividing surplus or any other increase	
Net addition to property account for the year	$ 18,994,992.52

GENERAL EXHIBIT.

Total earnings		$ 19,043,890.17
Total expenses, including taxes		10,658,897.32
Net earnings		8,384,992.85
Interest accruing during the year	$ 4,691,468.33	
Interest paid during the year	4,597,707.14	
Interest on floating debt	93,761.19	
Interest paid on funded debt		4,597,707.14
Dividends declared, 7 per cent on preferred stock		957,318.80
Dividends declared, 7 per cent on common stock		1,253,298.28
Balance for the year		1,873,643.74
Balance at commencement of the year		3,958,330.28
Balance at the close of the year, June 30, 1882		5,831,974.02
Income from other sources than earnings		296,975.11
Total income from all sources for the year		$ 19,340,865.28

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 3,785,993.81	
From through passengers	933,642.38	
From all passengers		$ 4,719,636.19
From express and baggage		365,492.16
From mails		412,266.95
From other sources, passenger department		176,238.24
Total earnings, passenger department		$ 5,673,633.54
Earnings per train mile run (3,934,903 miles)	$1.44	
Earnings, freight:		
From local	$ 12,512,023.20	
From through	590,161.44	
Total earnings, freight department		$ 13,102,184.64
Earnings per train mile run (7,673,546 miles)	$ 1.71	
Total transportation earnings		$ 18,775,818.18
Earnings per train mile run, from all trains earning revenue (11,608,449 miles)	$ 1.61	
Earnings per mile of road operated (*4,026 miles)	4,663.64	
Rents		10,688.07
Car mileage (credit balances)		
Income from all other sources—Stock yards		74,824.53
Elevator earnings		175,262.00
Telegraph earnings		7,297.39
Total income from all sources		$ 19,043,890.17
Proportion of income for Iowa	$ 3,236,862.94	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track Renewal of rails No. tons laid, steel, } Cannot state at this time. No tons laid, iron, } Renewal of ties No laid, Cannot state at this time.	$ 1,930,733.37
Repairs of bridges, including culverts and cattle-guards	182,594.65
Repairs of fences, road-crossings, and signs	71,222.62
Repairs of buildings, stations, and water-tanks	221,374.79
Total	$ 2,405,925.43

* Average miles of road in operation for the year.

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives		$ 560,284.16
Repairs of passenger and freight cars		576,623.96
Total		$ 1,136,908.12

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives		$ 1,564,532.90
Water supply (included in other accounts)		
Oil and waste		216,277.96
Locomotive service		1,091,806.04
Train service		817,938.61
Passenger train supplies (included in train and station supplies)		
Freight train supplies (included in train and station supplies)		
Damage and loss of freight and baggage		43,820.97
Damage to property and cattle		60,605.54
Personal injuries		131,692.91
Agents and station service		1,461,988.54
Station supplies (included in train and station supplies)		
Total		$ 5,388,663.47

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 313,238.93
Legal expenses		57,606.70
Insurance		46,096.58
Stationery and printing and station and train supplies		371,052.56
Outside agencies and advertising		141,286.40
Contingencies		232,901.01
Taxes in Iowa	$ 94,166.23	
Taxes in other States	413,695.68	
Total taxes		507,861.91
Total		$ 1,670,044.09

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 2,405,925.43
Maintenance of motive power and cars	1,136,908.12
Conducting transportation	5,388,663.47
General expenses, including taxes	1,670,044.09
* Total operating expenses and taxes	$ 10,601,541.11

Operating expenses and taxes per mile of road	$ 2,633.27
Operating expenses and taxes per train mile run, for trains earning revenue (11,608,449 miles)	.91
Proportion of operating expenses and taxes for Iowa	2,274,893.02
Percentage of expenses to income	56

* Expenses of elevators not included, $57,356.21.

GENERAL RECAPITULATION.

Total income	$ 19,340,865.28
Total operating expenses and taxes	10,658,897.32
Net income above operating expenses and taxes	8,681,967.96
Net income above operating expenses, taxes, interest, and rental	4,084,260.82
Gross income per train mile run, all trains (16,831,799 miles)	1.15
Net income per train mile run, all trains (16,831,799 miles)	.52
Percentage of net income to stock and debt	7.2
Percentage of net income to cost of road and equipment	7.0
Are charges for the transportation of the company's supplies included in the earnings as reported for your road	No.

SURPLUS.

Surplus at the commencement of the year	$ 3,958,330.28
Surplus at the close of the year	5,831,974.02
The amount invested in railroad stocks, bonds, etc.	2,485,421.83
Give the name of each road, and the number of shares owned in each of them and the par value of shares	
Amount absorbed in construction	760,527.06
Amount in material and balances from other roads	2,586,025.13

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Construction and purchase of road and equipment	$ 126,578,564.62
Other investments, as follows; viz.,	
McGregor & Missouri River Railway stock, etc.	446,730.00
Oshkosh & Mississippi River Railway bonds	205,000.00
Stock, bonds, etc., Minnesota Midland Railway	381,204.63
St. Paul & Duluth R. R. stock	697,300.98
Minneapolis Eastern Railway	87,779.56
Illinois and Iowa coal mines	517,524.91
St. Paul Depot and Elevator Co.	67,206.00
Other investments	82,675.75
Cash	1,032,597.29
Bills receivable	1,000.00
Due from agents, companies, etc.	636,045.23
Materials and supplies on hand	1,949,979.90
	$ 132,683,608.87

CREDIT.

Capital stock, preferred	$ 15,105,483.60
Capital stock, common	20,404,261.00
Funded debt	83,643,000.00
Dividends and interest unclaimed	98,030.05
Notes payable	4,602,010.78
Vouchers and pay-rolls (current)	2,043,941.95
Other liabilities (miscellaneous accounts)	954,908.07
Income account	5,831,974.02
	$ 132,683,608.87

DESCRIPTION OF ROAD.

Length of main line of road in Iowa, miles	1,285.54
Length of main line of road in Illinois	312.77
Length of main line of road in Wisconsin	1,098.96
Length of main line of road in Minnesota	1,023.98
Length of main line of road in Dakota	606.67

Roads owned by this company:

ROADS.	Total length.	Length in Iowa.
From Milwaukee to Western Ave., Chicago, miles	82.20	.....
P. C. St. Louis Junction to Milw. Ave., Chicago	.40	.....
Libertyville Junction to Libertyville	3.00	.....
Kinnikinnic to Bay View	.75	.....
Chicago to Lanark Junction	115.68	.....
Racine to Port Byron Junction	192.00	.....
Eagle to Elkhorn	16.50	.....
Watertown to Hampton Mines	4.25	.....
Savanna to Sabula	2.74	.20
Sabula to Cedar Rapids	92.20	92.20
Farley to Paralta	43.60	43.60
Davenport to Jackson Junction	150.60	150.60
Eldridge to Maquoketa	32.30	32.30
Rockton to Rockford	15.00	.....
Rockton Mill track	.70	.....
From Milwaukee to Prairie du Chien	194.40	.....
Mazomanie to Prairie du Sac	10.34	.....
Lone Rock to Richland Center	16.00	.....
Stock Yards to Prairie du Chien Div. Junction	.66	.....
Stoughton Mill track	.80	.....
From Milton to Shellsburg	76.40	.....
Janesville to Beloit Junction	13.84	.....
Broadhead to Albany	7.15	.....
Warren to Mineral Point	32.75	.....
Calamine to Plattsville	18.00	.....
Milwaukee to La Crosse	196.39	.....
Madison to Portage	39.00	.....
Watertown Junction to Madison	36.55	.....
Lisbon to Necedah	12.86	.....
Viroqua Junction to Viroqua	32.20	.....
La Crosse Levee track	.75	.....
From North La Crosse to Bridge Junction	1.93	.....
Waterloo Quarry track	1.10	.....
From Clinton to La Crescent Junction	171.55	146.65
Turkey River Junction to Wadena	43.75	43.75
Bellevue to Cascade	35.59	35.59
Waukon Junction to Waukon	22.80	22.80
Caledonia Junction to Preston	57.50	.....
Hastings to Aberdeen	311.10	.....
Ashton to Ellendale and north	72.60	.....
Millbank (N. W., end of track)	32.30	.....

ROADS.	Total length.	Length in Iowa.
From Benton to Minneapolis	28.90	.....
Tomah to Merrill	108.53	.....
Milwaukee to Portage	95.08	.....
Horicon to Berlin	42.30	.....
Rush Lake to Winneconne	14.80	.....
Ripon to Oshkosh	20.00	.....
Spring St. Junction to Schwartzburg	5.34	.....
Line to Cement Mills	1.20	.....
From McGregor to Minneapolis	215.42	84.88
Conover to Decorah	8.77	8.77
Beulah to Stulta	14.40	14.40
Calmar to Chamberlain	399.20	249.28
Marion Junction to Running Water	62.31	.....
Austin to Mason City	39.33	27.96
Emmetsburg to Estherville	22.40	22.40
Sioux City to Yankton	61.30	5.78
Elk Point to Sioux Falls	69.70	33.49
Rock Valley to Eden	9.39	8.99
Bridge Junction to St. Paul	128.51	.....
St. Paul to St. Paul Junction	5.61	.....
St. Paul to Minneapolis	8.30	.....
St. Croix Junction to Stillwater	24.90	.....
Wabasha to Zumbrota	59.00	.....
Bridge switch to Howard City	357.70	.....
Sioux Falls Junction to Sioux Falls	32.10	.....
Wells to Mankato	40.00	.....
Marion to Council Bluffs	261.90	261.90
Braceville coal line	1.30	.....

Total length of road belonging to this company, miles	4,248.92
Aggregate length of sidings and other tracks not above enumerated	Unknown.
Same in Iowa	103.47
Aggregate length of track computed as single track, exclusive of sidings	4,248.92
Same in Iowa	1,285.54
Total length of steel rails in tracks in Iowa, exclusive of sidings	483.80
Total length of iron rails in tracks in Iowa	801.74
Weights per yard, steel, 56 to 60 pounds.	
Weights per yard, iron, 50, 56, and 60 pounds.	
Weights per yard, iron (narrow gauge), 35 pounds.	
Gauge of track	4 ft., 8½ in.
Gauge of track	3 ft.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:	
Oshkosh & Mississippi River Railway, Wisconsin, Ripon to Oshkosh, length, miles	20
Minnesota Midland Railway, Minnesota, Wabash to Zumbrota, length, miles	59
Total	79

NOTE—The above roads are operated under leases, but the stock and bonds of the companies are owned substantially by the Chicago, Milwaukee & St. Paul Railway Company.

Total length of above roads in Wisconsin, miles	20
Total length of above roads in Minnesota, miles	59
If any part of the road was first opened for operation during the past year state the date:	
Line from Emmetsburg to Estherville.	
High Lake station was opened February 8, 1882.	
Estherville station was opened June 8, 1882.	
The rails were laid on the line from Marion to Council Bluffs, June 30, 1882, but the line was in operation only to Coon Rapids (167 miles) at that date.	
Total number of miles operated by this company	4,327.92
Total miles road operated by this company in Iowa	1,283.54

STATIONS.

Number of stations on all roads owned by this company	742
Same in Iowa	210
Number of stations on all roads operated by this company	761
Same in Iowa	210
Number of telegraph offices in stations in Iowa	160

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	19,561
Amount paid employes, including officials, on all roads operated by this company (year ending June 30, 1882)	$ 11,004,246.86

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	37	
Combination bridges over 100 feet in length	18	
Wooden truss bridges under 100 feet in length	51	
Combination bridges under 100 feet in length	3	
Iron bridges under 100 feet in length	1	
Wooden trestle and pile	1,031	

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 20 feet opening or more. Cannot state.
Less than 20 feet opening. Cannot state.

BOX CULVERTS IN IOWA.

Timber or stone. Cannot state,

CATTLE-GUARDS.

Number of in Iowa. Cannot state.

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.) Cannot state.

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length.
Near McGregor	Howe Truss	Wood	1882	66 feet.
Near McGregor	Howe Truss	Wood	1882	66 feet.
Near McGregor	Howe Truss	Wood	1882	66 feet.
Near McGregor	Howe Truss	Wood	1882	66 feet.
Near Paralta	Howe Truss	Wood	1882	56 feet.
Near Paralta	Howe Truss	Wood	1882	56 feet.
Near Viola	Howe Truss	Wood	1882	56 feet.
Maquoketa	Howe Truss	Wood	1881	167 feet.
Green Island	Howe Truss	Wood	1881	8
Plum Creek	Howe Truss	Wood	1881	60 feet.
High Lake	Howe Truss	Wood	1882	108 feet.
Estherville	Howe Truss	Wood	1882	108 feet.
Total				955 feet.

ROAD-BED AND TRACK.

Number of track sections in Iowa	172
Average length of sections, miles	6
Average number of men in each section gang	5½
Number of new ties laid in track during the year in Iowa	384,315
Average number of new ties per mile of road	375
New rails laid in track during the year in Iowa—iron (2,618 tons), miles	30
New rails laid in track during the year in Iowa—steel (10,171 tons), miles	108
Total track laid with new rails during the year in Iowa, miles.	138
What is the average number of years that iron rails last in your track on main line in Iowa	4 to 6
What is the average number of years that iron rails last in your track on branches in Iowa	7 to 10
What is the average number of years that steel rails last in your track on main line in Iowa	8 to 10
What is the average number of years that ties last in your track in Iowa	6 to 8

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago & Northwestern R'y, at Wheatland, De Witt, and Delmar Junc.
Burlington, Cedar Rapids & Northern Railway, at Donnan.
Illinois Central Railroad, at Dubuque.
Illinois Central Railroad, at Charles City.
Burlington, Cedar Rapids & Northern Railway, at Nora Junction.
Central Iowa Railway, at Mason City (2).

Minneapolis & St. Louis Railway, at Britt.
Burlington, Cedar Rapids & Northern Railway, at Emmetsburg.
Burlington, Cedar Rapids & Northern Railway, at Plymouth.
Chicago, St. Paul, Minneapolis & Omaha Railway, at Sheldon.

What railroads cross your road, either over or under, and at what locality?
Chicago & Northwestern Railway, at Center Junction, under.
Illinois Central Railroad, at Delaware, under.
Chicago & Northwestern Railway, at Algona, over.

NOTE—The line from Marion to Council Bluffs not being in operation June 30, 1882, is not included in these statements.

FENCING IN IOWA.

How many miles of fencing have you on your road?	
How many miles of new fencing have you built during the year	20.3
Give the number of miles needed on both sides of your track in each county in Iowa.	

ROLLING STOCK.

Number of locomotives	583
Number of passenger cars	227
Number of baggage, mail, and express cars	164
Number of parlor and sleeping cars	39
Number of box freight cars	11,781
Number of stock cars	1,427
Number of platform and coal cars	4,392
Number of other cars	354
Total	18,384
Maximum weight of locomotives and tenders, tons	53
Average weight of locomotives and tenders, tons	35
Kind of brake, air-brake.	
Maximum weight of passenger cars, tons	28
Average weight of passenger cars, tons	23
Number of cars equipped with train-brake	389
Kind of brake, air-brake.	
Number of passenger cars equipped with Miller platform and buffer	389
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Cannot state.	

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	3,934,903
Miles run by freight trains during the year	7,673,546
Miles run by switching trains during the year	3,450,628
Miles run by other trains during the year	1,772,722
Total train mileage	16,831,799

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains, say	5
Average weight of passenger trains, exclusive of passengers, tons	115
Average number of cars in freight trains, say	18
Average weight of freight trains, exclusive of freight, tons	198

PASSENGER TRAFFIC.

Number of through passengers carried	175,645
Number of local and special ticket passengers carried	3,403,458
Total number of passengers carried	3,579,103
Total passenger mileage, or passengers carried one mile	171,003,026
Average distance traveled by each passenger, miles	47¾
Average amount received from each passenger	$ 1.31.98
Average rate of fare per mile for all passengers, cents	2.76

FREIGHT TRAFFIC.

Number of tons of through freight carried	369,806
Number of tons of local freight carried	4,487,367
Total tons of freight carried	4,857,173
Total mileage of through freight, tons carried one mile	55,108,968
Total mileage of local freight, tons carried one mile	762,094,599
Total freight mileage, or tons carried one mile	817,203,567
Average rate per ton per mile received for through freight, cents	1.07
Average rate per ton per mile received for local freight, cents	1.64
Average rate per ton per mile received for all freight, cents	1.60
Average rate per ton per mile received from freight to and from other roads, cents	1.07
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa. We have no records which would enable us to answer this question.	

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	45,751,122
Number of miles run by loaded freight cars west and north	62,825,894
Number of miles run by empty freight cars east and south	30,209,184
Number of miles run by empty freight cars west and north	14,541,495
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	.40
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	.19

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles	20
Rate of speed of freight trains, including stops, miles	12

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	883,019	18.180
Flour	323,808	6.666
Provisions (beef, pork, lard, etc.)	60,191	1.237
Animals	268,230	5.522
Other agricultural products	181,412	3.732
Lumber and forest products	888,275	18.309
Coal	428,372	8.824
Plaster, lime, and cement	31,057	.639
Salt	49,740	1.023
Iron, steel, and castings	188,416	3.871
Stone and brick	277,279	5.710
Manufactures—articles shipped from point of production	75,894	1.545
Merchandise, and other articles not enumerated above	1,201,480	24.742
Total tons carried	4,857,173	100

TONNAGE OF ARTICLES FORWARDED FROM STATIONS WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	179,133	26.58
Flour	6,601	.97
Provisions (beef, pork, lard, etc.)	17,424	2.57
Animals	95,656	14.12
Other agricultural products	37,853	5.60
Lumber and forest products	81,342	11.97
Coal	73,307	10.78
Plaster, lime, and cement	6,176	.89
Salt	160	
Iron, steel, and castings	4,251	.59
Stone and brick	51,468	7.59
Manufactures—articles shipped from point of production	4,793	.70
Merchandise, and other articles not enumerated above	119,129	17.64
Total tons carried	677,293	100

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE AT SABULA, IOWA, FOR THE YEAR ENDING, JUNE 30, 1882.

West bound number of tons	257,462
East bound number of tons	159,327
Total tons	416,789

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE AT McGREGOR FOR THE YEAR ENDING JUNE 30, 1882.

West bound number of tons	146,356
East bound number of tons	137,529
Total tons	283,885

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? The American Express Company, the United States Express Company; doing general express business; freights taken from express companies at depots.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particulars? All fast freight lines doing business between eastern and northwestern points run over Chicago, Milwaukee & St. Paul Road, but no contract or special arrangement exists whereby different rates from those charged the general public, are made on freight secured by such fast freight lines.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each?

Ames Transportation Company, Chicago	$ 416.92
Anderson & Co., New York	995.18
Arnot & Co., M. H., Elmira, New York	94.28
American Refrigerator Company, St. Louis	456.13
Chicago & W. Coal Co., Chicago	2,197.47
Comstock, C. C., Grand Rapids, Michigan	11.21
Empire Line, Philadelphia	685.47
Eureka Coal Company, Chicago	873.30
Ellsworth & Co., Chicago	71.77
Fish Bros. & Co., Racine	2.56
Great Western (U. S. Express), New York	281.89
Mitchell, Lewis & Co., Racine	72.89
Menasha Wooden Ware Company, Menasha	423.61
Mazeppa M. Company, W. E. Beecham	1,056.68
Northwestern Fuel Company, S. R. Stinson, St. Paul	998.77
Rend & Co., Chicago	655.69
Rhodes & Ramsey, Chicago	26.93
South Shore Line, Indianapolis	1,880.71
Tiffany Refrigerator Line, Chicago	95.44
Wil. Coal M. and M. Company, Chicago	162.82
Watson Coal Company, Chicago	7.17
Total	$ 11,466.89

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? We run no parlor or dining car in Iowa; the sleepers in use are owned by the company. Additional charge for accommodations in sleepers is $1.50 per berth.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. Sleepers in use are owned by the Chicago, Milwaukee & St. Paul Railway Company.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service?

	PER MILE PER ANNUM.
McGregor to State Line	$ 93.20
Conover to Decorah	52.16
Calmar to Sheldon	56.78
Sheldon to Pattersonville	70.97
Pattersonville to Running Water	64.13
Mason City to State line	65.84
Savanna to Marion	52.16
Farley to Cedar Rapids	54.72
Davenport to Calmar	52.16
Davenport to Maquoketa	42.75
Sioux City to Yankton	68.40
Sioux City to Sioux Falls	65.84
Clinton to State Line	70.97
Turkey River to Wadena	42.75
Waukon Junction to Waukon	42.75
Bellevue to Cascade	42.75
Beulah to Elkader	42.75

TELEGRAPH.

How many miles of telegraph are owned by your company?

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own?

LANDS—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from the congressional grants	312,930.07
State the number of acres yet to inure to your company from congressional grants (not including about 180,000 involved in suit with Sioux City & St. Paul Railway Co.) about	15,000
State the average price at which these lands have been sold or contracted by the company, per acre $	4.65
State the number of acres sold	245,214.57
State the amount received from sales (purchase price) $	1,139,456.48
State the amount unpaid on outstanding contracts	666,022.27
State the gross amount received from sales, contracts, forfeited contracts, etc., up to June 30, 1882 (including outstanding contracts)	1,218,061.22
State the amount expended in sale and management of lands	64,897.88
State the amount of taxes paid on lands	23,464.34
State the amount realized from the sale of lands above the expenses incurred in the management and taxes (including amount unpaid on outstanding contracts)	1,129,699.00

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.				
July	6	Henry Hazlehurst, brakeman	Charles City	Fell on rail and run over; hips crushed.
August	20	John Jones, engineer	Anamosa	Boiler exploded.
September	8	John Felles, quarryman	Anamosa	Walking on track.
October	8	Jonas Oleson, unknown	McGregor	Walking on track; drunk.
October	6	W. A. McDonald, brakeman	Chickasaw	Run over by cars; both legs run over.
October	5	Frank Hanes, brakeman	McGregor	Run over by engine.
November	8	James Fee, conductor	Sheldon	Fell between cars.
November	29	Orrin Rogers, unknown	McGregor	Fell between cars; legs crushed.
December	3	Wm. Sickles, brakeman	Calmar	Struck and run over by engine; legs badly crushed.
December	23	O. F. Oleson, conductor	Near Sanborn	Run over by train.
August	28	Wm. Brennan, laborer	Mason City	Attempted to board train; legs crushed.
1882.				
January	16	Infant of Mrs. J. Cavenaugh	New Albin	Cars fell down embankment; fractured skull.
January	21	S. Murray, farmer	Clinton	Struck by engine.
May	1	John Winning, brakeman	Dubuque	Run over by cars.
May	11	Elias Sylvertson, tramp	North McGregor	Struck and run over.
May	23	John Carroll, laborer	Sabula	Jumped off train.
May	29	Unknown tramp		Lying on track drunk; run over.
June	3	Jackson Hunter, unknown	Yellow River	Run over by train.
June	26	David Morris, miner	Excelsior Mines	Falling rock.

INJURED.

1881.				
July	5	Albert Blake, brakeman	Welton	Fell from cars; leg broken.
July	11	G. W. Barnes, brakeman	Monticello	Climbing up a car; left side injured.
July	13	J. F. Kelly, brakeman	Lansing	Struck leg against a car; knee cap knocked out of place.
July	8	John Maloney, section foreman	Girard	Struck by train; shoulder dislocated and two ribs broken.
July	20	Armstrong Glover, brakeman	McGregor	Coupling cars; finger amputated.
July	21	Frank Brown, brakeman	McGregor	Coupling cars; finger crushed.
July	29	E. S. Vincent, conductor	Washington Mills	Express safe fell on him; slightly bruised.

July	28	—— Treglegrs, brakeman	Dubuque	Coupling cars; finger mashed.
July	28	Anthony Nelson, brakeman	Clear Lake	Coupling cars; finger amputated.
July	30	Thos. McKay, laborer	Yellow River	Struck by engine; head cut.
July	29	Frank Cullbreath, brakeman	Postville	Run over by train; foot crushed.
August	1	Mike Mortise, laborer	Calmar	Board falling from staging; head cut.
August	5	John Shroup, water boy	Dubuque	Collision; leg broken.
August	5	John Cameron, bridge foreman	Dubuque	Collision; foot injured.
August	5	Jas. McCaughey, engineer	Dubuque	Collision; scalp, shoulder, and back bruised.
August	5	M. Junker, laborer	Dubuque	Collision; leg bruised and finger hurt.
August	5	Jas. McCracken, laborer	Dubuque	Collision; head and shoulder injured.
August	8	L. H. Turk, brakeman	Lansing	Coupling cars; hand and fingers jammed.
August	9	Adam Boller, shoveler	Rockton	Knocked off flat-car; foot mashed.
August	20	Fred. Daley, fireman	Anamosa	Boiler exploded; scalded.
August	20	Mike Kennedy, brakeman	Anamosa	Boiler exploded; head and shoulder cut and scalded.
August	20	Chas. Hoffman, unknown	Anamosa	Boiler exploded; slight injuries.
August	20	Dick Lynn, unknown	Anamosa	Boiler of engine exploded; slight injuries.
August	20	Thos. Latham, unknown	Anamosa	Boiler of engine exploded; slight injuries.
August	20	Thos. Kana, grader	Anamosa	Boiler of engine exploded; slight injuries.
August	20	B. F. Puckett, unknown	Anamosa	Boiler of engine exploded; thigh injured.
August	17	Fred. Stokes, laborer	Dubuque	Falling tie; foot crushed.
July	1	M. Pendergast, engineer	Bellevue	Engine struck bull; head cut.
July	1	John O. Halloran, brakeman	Bellevue	Engine struck bull; head bruised and internally injured.
September	1	Ed. Court, engineer	Dubuque	Caught between cars; fingers bruised.
September	10	C. C. Smith, unknown	South Grove	Coupling cars; hand and finger mashed.
September	16	Geo. Huston, brakeman	Calmar	Coupling cars; two fingers broken.
October	21	Chas. Spatcher, brakeman	Edgwood	Coupling cars; thumb and fingers crushed.
October	1	Chas. T. Parker, laborer	Turkey River	Run over by hand-car; internally injured.
July	30	C. A. Van Niss, brakeman	Marion	Struck by engine; injured.
September	6	Arthur Daniels, laborer	Clear Lake	Trying to board train; leg cut off.
July	26	Owen Owens, pile driver	Sioux City	Struck by boat; knee dislocated.
October	3	Park McElwain, brakeman	Marion	Caught between defective irons; thumb and fingers bruised and cut.
September	22	John Gray, laborer telegraph line	Marion	Struck by train; arm crushed and amputated.
July	12	C. W. Murray, conductor	Brown's Station	Defective ladder on car; strained by falling.
September	9	John B. Miller, laborer on pile-driver	Viola	Struck by hammer; two fingers off.
November	7	Wm. Wagner, justice of peace	Anamosa	Wreck; chest bruised.
November	7	C. L. Murray, lawyer	Anamosa	Wreck; leg bruised.
July	1	Peter Larkins, brakeman	Bellevue	Wreck; spine hurt and body bruised.
November	8	Wm. Robertson, brakeman	De Witt	Unloading car; foot badly bruised.
November	15	A. H. Zeller, brakeman	Luana	Fell in cattle-guard; instep bruised, face and hands scratched.
November	17	Dennis Daily, farmer	Charles City	Walking on track, drunk; head cut.
November	20	James Moody, brakeman	Mason City	Broken ladder on car; foot injured.
October	13	Frank Phelps, switchman	Sanborn	Coupling cars; finger jammed.
October	21	H. H. Mayhew, brakeman	Sanborn	Caught in frog; foot bruised.
November	20	Frank Burns, brakeman	Calliope	Coupling cars; hand jammed.
November	18	John Osborn, brakeman	Whittemore	Caught by coal bucket; finger jammed.
November	20	Martin McDonald, brakeman	Sheldon	Coupling cars; finger mashed.
November	25	Hans Jacobson, farmer	Cresco	Wagon struck; head cut.
November	2	John Irwin, brakeman	Algona	Coupling cars; hand pinched.
November	30	Thos. McGloon, engineer	Clinton	Engine derailed; hip hurt.
September	7	Dennis Mehan, laborer	Washington Mills	Caught by hand-car; ankle dislocated.

REPORT OF ACCIDENTS—CONTINUED.

INJURED.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.				
November	26	Albert Ozbeen, brakeman	Rock Valley	Coupling cars; hand mashed.
December	6	Jas. Bulgar, section man	Lawler	Run over by hand car; badly bruised.
November	9	Thos. McGuigan, brakeman	Rock Valley	Hand caught in irons; hand crushed.
December	8	Nathan Beason, switchman	Dubuque	Coupling cars; hand jammed, etc.
December	8	Geo. Burnes, brakeman	Mason City	Coupling cars; fingers jammed.
December	10	C. C. Hodgden, farmer	Westfield	Jumped off train; leg broken.
December	13	Geo. Leas, farmer	McGregor	Wagon struck; bruises.
December	17	W. E. Cleghorn, brakeman	Ozzian	Slipped and run over; leg bruised.
December	14	Jno. Gallagher, night dispatcher	Sanborn	Run over by engine; head and shoulders injured.
December	19	Frank Smith, brakeman	Rock Valley	Fell off car; wrist dislocated.
December	20	Byron Willsey, brakeman	Volga City	Coupling cars; finger mashed.
December	6	Frank Smith, brakeman	Sanborn	Coupling cars; finger jammed.
December	20	Jno. Cassidy, brakeman	Sanborn	Caught by engine; leg badly bruised.
December	27	Jas. M. Hancock, brakeman	Beulah	Fell off car.
December	17	Jas. Murphy, brakeman	New Hampton	Coupling cars; hand crushed.
December	28	E. D. Kelly, brakeman	Calliope	Coupling cars; hand jammed.
August	29	O. Ostrander, brakeman	Sioux City	Coupling cars; hand jammed.
October	4	Zack Simpson, brakeman	McGregor	Coupling cars; thumb pinched.
September	3	Mike O'Rourke, brakeman	McGregor	Coupling cars; hand jammed.
October	2	Gus. Brase, brakeman	Near Green Island	Ladder broke and fell; arm broken and body bruised.
November	24	Fred. E. Halloway, brakeman	Sabula Junction	Coupling cars; thumb broken, etc.
.....		Thos. J. Connell		
December	28	Frank Jackson, carpenter	Dubuque	Falling truss rod; head cut and arm bruised.
December	28	H. H. Castuline, carpenter	Dubuque	Falling truss rod; injured.
December	5	Miss Lizzie Clough, unknown	Lansing	Collision; leg injured.
December	21	R. W. Scott, conductor	Sioux City	Broken ladder; back and side injured.
October	2	Wm. B. Dean, brakeman	Mason City	Coupling cars; finger mashed.
December	2	Geo. Gregg, brakeman	Rhodes	Coupling cars; finger pinched.
November	26	J. M. Slattery, fireman	Neola	Engine wrecked; hip injured.
December	24	Erick Annurson, laborer	Bogard	Falling plank; leg broken.
November	19	Joe Damond brakeman	Lansing	Struck by tender; hip and back bruised.
September	28	C. H. Wise, switchman	Dubuque	Coupling cars; end of finger jammed.
September	27	Frank Dixon, section man	Elberon	Run over by hand car; leg broken.
November	19	James Moore, boiler maker	Dubuque	Struck with hammer; head cut.
1882.				
January	3	John Bruebacker, brakeman	Rock Valley	Coupling cars; hand injured.

January	16	M. A. Hallcott, conductor	New Albin	Wrecked; head and face cut.
January	2	Duncan Campbell, brakeman	Louisa	Coupling cars; hand bruised.
January	4	John W. Clancey, engineer	Rock Valley	Jumped off engine; ankle sprained.
January	6	John Hickey, fireman	Yellow River	Wreck; head injured.
January	11	Eugene D. Gibbs, brakeman	Ft. Atkinson	Coupling cars; fingers mashed.
January	11	Dennis Lucy, brakeman	Delavan Junction	Coupling cars; fingers mashed.
January	12	J. Mansfield, brakeman	Sheldon	Coupling cars; fingers mashed.
January	10	Frank Walker, brakeman	Specht's Ferry	Coupling cars; thumb mashed.
January	13	John Rush, brakeman	Delavan Junction	Coupling cars; fingers mashed.
January	15	Elmer Walling, brakeman	Chickasaw	Foot caught in frog; legs crushed, arm broken, and finger jammed
January	16	Thirty-seven passengers, unknown	New Albin	Broken wheel; thirty-seven injured.
January	16	J. H. Jenkins, superintendent	New Albin	Cars fell down embankment; bruised and hand cut.
January	16	Three passengers, unknown	New Albin	Cars fell down embankment; none seriously injured.
January	16	Jas. McMichael, unknown	Carpenter	Struck by a piece of coal; skull injured.
January	20	Chas. Davis, brakeman	Calmar	Caught between cars; hand bruised.
January	9	Frank Van Velger, brakeman	Rock Valley	Coupling cars; fingers mashed.
January	26	Con. Ahern, wiper	Calmar	Caught by engine; foot hurt.
January	2	Claudiers Monty, foreman	North McGregor	Caught by a bridge beam; wrist mashed.
January	31	Jonathan Haravin, engineer	Jackson Junction	Broken wheel; one finger taken off, and one jammed.
January	20	Martin Kellar, brakeman	Marion	Coupling cars; fingers crushed.
January	2	Daniel Smith, brakeman	Sioux City	Coupling cars; thumb mashed.
January	20	William Leahy, brakeman	North McGregor	Coupling cars; finger cut off.
January	22	Henry Campbell, farmer	Luana	Struck by train; leg broken and internal injuries.
January	30	Wm. L. Moore, brakeman	Paralta	Coupling cars; finger badly lacerated.
January	27	Edward Cushman, brakeman	Edgewood	Legs torn off.
January	27	W. Scott Templeton, brakeman	Edgewood	Wrist badly sprained.
January	27	C. N. Dow, conductor	Edgewood	Back bruised and ankle sprained.
January	20	William Hall, brakeman	Calmar	Coupling cars; ribs squeezed.
January	16	W. M. Geddis, brakeman	Mason City	Slipped and fell; knee sprained.
February	8	Eugene Gates, brakeman	Hawkeye	Coupling cars; finger broken.
January	27	Barney Lantry, brakeman	Ossian	Coupling cars; hand crushed.
February	9	Gilbert Oleson, warehouseman	Calmar	Struck by box-car; rib broken.
February	10	Clarence Haywood, brakeman	Lyons	Box falling; toes badly bruised.
February	17	A. Dowling, foreman	Lynche's Cut	Hand-car wheel broke; hip and side bruised.
February	17	Aug. Peterson, laborer	Lynche's Cut	Hand-car wheel broke; foot and hand bruised.
February	17	Nick Anderson, laborer	Lynche's Cut	Hand-car wheel broke; side and shoulder bruised.
February	17	P. Huderson, laborer	Lynche's Cut	Hand-car wheel broke; side bruised.
February	17	Peter Peterson, laborer	Lynche's Cut	Hand-car wheel broke; wrist sprained and leg bruised.
February	17	Oscar Kendall, laborer	Lynche's Cut	Hand-car wheel broke; knee, breast and side bruised.
February	17	Nels. Hogman, laborer	Lynche's Cut	Hand-car wheel broke; leg bruised.
February	17	Lawrence Nolan, laborer	Lynche's Cut	Hand-car wheel broke; shoulder bruised.
February	14	Wm. J. Sullivan, unknown	Dubuque	Jumped off train and was run over; badly crushed and mangled.
February	15	Alfred Goldner, brakeman	North McGregor	Coupling cars; left hand jammed.
February	23	Frank Thomas, brakeman	Cedar Rapids	Caught between bumpers; hand mashed.
February	23	Peter O. Donuell, brakeman	Dubuque	Fell off train; head and face badly bruised.
March	9	E. D. Eckman, engineer	Paralta	Collision; chest injured.
March	9	B. H. Mercer, engineer	Paralta	Collision; head cut and ribs broken.
March	9	Chas. Smith, fireman	Paralta	Collision; leg torn and broken.
March	9	Samuel Atkins, fireman	Paralta	Collision; body bruised.
March	9	S. G. Lind, conductor	Paralta	Collision; body bruised.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

INJURED.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882.				
March	9	Wm. McMahon, baggageman	Paralta	Collision; head cut and body bruised.
March	9	Jerry Sullivan, brakeman	Paralta	Collision; body bruised.
March	9	Levi Wright, fireman	Paralta	Collision; arm, leg, and chest injured.
March	2	E. Hamilton, machinist	Mason City	Bar slipped; finger pinched off.
March	14	John Peterson, farmer	Conover	Jumped off train; stunned.
March	5	Maurice Tobin, Jr., section man	Worthington	Falling rail; toes smashed.
March	11	James Ryan, laborer	Lynche's Cut	Caught by steam shovel; hand and wrist broken.
March	6	John Murphy, brakeman	Oxford Junction	Defective draft iron; squeezed.
March	6	Charles Amos brakeman	Lawler	Caught in frog; foot injured.
February	24	P. H. Cullivan, teamster	Teeds' Grove	Wagon struck on crossing; slightly injured.
March	18	William Miller, section laborer	Lamott	Thrown off and run over by hand-car; ribs broken and head cut.
March	15	Enoch Hughes, machinist	Dubuque	Falling casting; foot injured.
March	23	C. A. Skayland, laborer	Sioux Falls	By caving pit; leg broken.
March	27	William Stafford, section foreman	Gladstone	Run over by hand-car; leg and back badly bruised.
April	3	Frederick Serbrack, section man	Newhall	Hand-car derailed; side bruised.
April	4	Freeman Burgess, farmer	Delmar Junction	Attempted to get on moving train; leg broken.
April	7	Howard Newlan, farmer	Marion	Insane; jumped off train; legs crushed.
April	9	Daniel Lyons, brakeman	Girard	Run over by cars; one leg mangled and one bruised.
April	11	John Rieley, section man	New Hampton	Caught between ties; finger broken and hand bruised.
March	5	Henry Farmer, brakeman	North McGregor	Coupling cars; thumb broken and hand split.
April	12	Hugh Flemming, brakeman	Mason City	Caught foot between rails; leg cut across knee cap.
April	7	Samuel Glover, brakeman	Hall	Coupling c rs; fingers smashed.
April	15	James Barlow, laborer	Vining	Hand-car wheel broke; hip bruised and back injured.
April	15	John Howeckeck, laborer	Vining	Hand-car wheel broke; bruised about chest, lungs, and back.
April	15	Frank Rattice, laborer	Vining	Hand-car wheel broke; scalp, face, and knee wounds.
April	8	John Peterson, laborer	Eldridge	Coupling cars; fingers smashed.
March	8	James O'Neil, laborer	New Albin	Rail fell on his foot; two toes cut off.
April	24	William Frazor, brakeman	Marion	Coupling cars; two fingers cut off.
May	1	John O. Brink, brakeman	Mason City	Caught by brake-beam; foot crushed.
April	28	G. W. Burns, conductor	Garner	Ladder broke and let him fall; rib broken; injured—spine and internally.
April	25	M. F. Murphy, farmer	North McGregor	Team frightened and ran away; head cut and collar bone broken.
April	25	H. C. Hamilton, emigrant	Sanborn	By violent switching; slight.
May	4	James Nelson, laborer	Keystone	Caught by hand-car; fingers crushed.
May	4	Rush Eddy, brakeman	Clear Lake	Engine and cars derailed; legs scalded and bruised.
May	4	Joe Usher, engineer	Clear Lake	Engine and cars derailed; body bruised and leg scalded.

May	9	Matthew Riley, laborer	Specht's Ferry	Caving of bank; spine injured
May	11	John Osborn, brakeman	Britt	Defective draft iron; hand smashed.
May	12	Charles Amos, brakeman	Mason City	Coupling cars; hand pinched and fingers jammed.
May	12	William Hawkins, carpenter	Turkey River	Slipped and fell; back, neck and spine injured.
May	15	Charles Simerson, brakeman	Lawler	Coupling cars; fingers crushed.
May	25	Henry Bennett, brakeman	Austin	Caught in frog; left foot sprained and jammed.
May	27	Randi Bjornsin, unknown		Found dead on train.
May	29	E. M. Jones, machinist	Calmar	Struck by a piece of steel; left hand hurt.
April	28	F. P. Dobson, baggageman	Riggs	Falling trunk; severe contusion and sprain of ankle.
March	7	E. S. Paxton, pastor	Paralta	Fell while getting off train; three ribs broken and otherwise injured.
April	30	Mike Beckeck, laborer	Olin	Run over by three hand-cars; body bruised.
March	19	Richard Dary, brakeman	Rudd	Coupling cars; fingers smashed.
May	9	W. E. Gorman, conductor	Ruthven	Trying to get on caboose and fell; dislocated wrist and arm broken.
May	11	John E. Hudson, brakeman	Garner	Trying to get on caboose and fell; side bruised.
May	16	John Bireman, machinist	Sanborn	Fell while repairing shafting; body badly bruised.
May	23	Edward McGee, boiler-maker	Sanborn	Stumbled and fell over track; lacerated over knee joint.
May	24	Lincoln Rivers, laborer	Cresco	Cut by axe glancing; right foot badly cut.
May	30	John Tuthill, brakeman	Clinton	Collision; back injured.
February	28	James Gaider, laborer	Lansing	By chisel breaking; eye badly hurt.
May	23	Ole Oleson, laborer	Des Moines River	Coupling cars; fingers crushed.
June	4	H. E. Miner, brakeman	M. & St. L. Junction	Fell between cars; knee badly cut.
June	7	Orison Crissy, carpenter	Dubuque	Slipped and fell; leg broken.
January	—	Theo. Underhill, farmer	Hinckley's Crossing	Team became frightened and ran away; breast hurt and body bruised.
April	12	Keys Cruse, laborer	Sabula Junction	Struck by snow-plow; legs injured.
June	13	Henry Webber, engineer	Maxwell	Engine tipped over; leg scalded and body bruised.
June	13	Frank Coco, fireman	Maxwell	Engine tipped over; nose broken, face cut, and body bruised.
June	26	Sam'l H. Whistler, brakeman	Marion	Coupling car; two fingers cut off.
June	11	Charles Hartgrove, laborer	Mason City	Struck by falling coal; concussion of brain.
April	13	Con. Murphy, laborer	Dubuque	Caught by a car wheel; foot crushed.
June	21	Robert Southern, carpenter	Waukon Junction	Struck by a lever; head cut and side bruised.
May	16	John McLachlin, laborer	Ferguson	Taken sick and died.
June	3	John Pendergast, laborer	Floyd	Fell off hand-car; lung and shoulder hurt.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Derailments	1			41	11	
Collisions				1	14	
Caught in frogs					4	
Coupling cars					59	
Falling from train		3			6	
Getting on and off trains		2		4	5	
Highway crossings			1			6
Miscellaneous		9	1	2	87	1
Stealing rides			1			2
Trespassers on track			4			1
Total	1	14	7	48	186	10

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year 22
Number of persons injured during the year 244
Number of casualties purely accidental during the entire year? Train accidents purely accidental.
Number resulting from lack of caution, carelessness, or misconduct? The majority of injuries, excepting those caused by derailment, were through carelessness or want of caution.
Number of persons killed or injured while intoxicated 4
Number of trespassers on track killed or injured 5
Number of tramps or others stealing rides killed or injured 3
Suicides in Iowa 1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Alexander Mitchell, Milwaukee.
Vice-President—Julius Wadsworth, New York.
Secretary—P. M. Myers, Milwaukee.
Treasurer—R. D. Jennings, Milwaukee.
General Manager—S. S. Merrill, Milwaukee.
General Superintendent—J. T. Clark, Milwaukee.
Assistant General Superintendent—C. H. Prior, Minneapolis.
Division Superintendents.
- H. C. Atkins, Milwaukee.
- D. A. Olin, Racine.
- L. B. Rock, Milwaukee.
- C. W. Case, Minneapolis.
- G. W. Sanborn, Mason City.
- J. H. Jenkins, Dubuque.
- H. R. Williams, Minneapolis.
- F. D. Underwood, La Crosse.
- J. Jackson, Sioux City.

Chief Engineer—D. J. Whittemore, Milwaukee.
Superintendent of Telegraph—G. E. Simpson, Milwaukee.
Auditor—James P. Whaling, Milwaukee.
General Passenger Agent—A. V. H. Carpenter, Milwaukee.
Superintendent of Freight Traffic—Wm. G. Swan, Milwaukee.
General Freight Agent—Geo. Olds, Milwaukee.
Attorney—Jno. W. Cary, Milwaukee.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Alexander Mitchell, Milwaukee.
Julius Wadsworth, New York.
Selah Chamberlain, Cleveland.
Abraham R. Van Nest, New York.
Wm. Rockefeller, New York.
Hugh T. Dickey, Newport, Rhode Island.
Jno. Plankinton, Milwaukee.
Jeremiah Milbank, New York.
James T. Woodward, New York.
Peter Geddes, New York.
James Stillman, New York.
Sherburn S. Merrill, Milwaukee.
Jason C. Easton, Lanesboro, Minnesota.

Date of annual meeting of stockholders, June.
Fiscal year of company ends, December 31st.
General offices of the company are located at Milwaukee, Wisconsin.

STATE OF WISCONSIN, }
COUNTY OF MILWAUKEE. } ss.

S. S. Merrill, General Manager, and P. M. Myers, Secretary of the Chicago, Milwaukee & St. Paul Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed) S. S. MERRILL,
General Manager.
[R. R. SEAL.] P. M. MYERS,
Secretary.

Subscribed and sworn to before me, this 21st day of September, A. D. 1882.
[L. S.] PHIL. WIBORG,
Notary Public, Milwaukee county, Wisconsin.

Received and filed in the office of the Commissioners of Railroads, this 22d day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO & NORTHWESTERN RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	Not fixed.
Amount of common stock issued	$ 38,000,805.97
Amount of preferred stock issued, and conditions of preferment	22,210,844.56
Preference, 7 per cent.	
Total amount paid in as per books of the company	$ 60,211,650.53

Amount of stock per mile of road	$ 21,325.48
Amount of stock representing the road in Iowa	9,105,776.70
Amount of stock held in Iowa	1,300.00
Total number of stockholders	1,495
Number of stockholders in Iowa	4

DEBT.

Funded debt as follows:

NAME OF BOND.	Issued.	Due.	INTEREST. Rate.	INTEREST. Payable.	Amount.
Preferred sinking fund	July 1, 1859	Aug. 1, 1885.	7	Feb. and Aug.	$ 971,400
Funded coupon	Aug. 1, 1861	Nov. 1, 1883.	7	May and Nov.	676,300
General 1st mortgage	July 1, 1859	Aug. 1, 1885.	7	Feb. and Aug.	3,440,300
Appleton extension	Nov. 1, 1859	Aug. 1, 1885.	7	Feb. and Aug.	116,000
Green Bay extension	April 1, 1862	Aug. 1, 1885.	7	Feb. and Aug.	180,000
Galena & Chicago 1st	June 1, 1863	Feb. 1, 1882.	7	Feb. and Aug.	22,000
Mississippi River Bridge	Jan. 1, 1864	Jan. 1, 1884.	7	Jan. and July.	153,000
Beloit & Madison	Jan. 1, 1863	Jan. 1, 1888.	7	Jan. and July.	188,000
Peninsula R. R.	July 1, 1863	Sept. 1, 1898.	7	Mar. and Sept.	256,000
Consolidated sinking fund	Jan. 16, 1865	Feb. 1, 1915.	7	Feb. and May / Aug. and Nov.	6,895,000
Madison extension, gold	April 1, 1871	April 1, 1911.	7	April and Oct.	3,150,000
Menominee extension	June 1, 1871	June 1, 1911.	7	June and Dec.	2,700,000
General consolidated, gold	Nov. 30, 1872	Dec. 1, 1902.	7	June and Dec.	12,343,000
Consolidated S. F. of 1879	Oct. 1, 1879	Oct. 1, 1929.	6	April and Oct.	6,305,000
Consolidated S. F. of 1879	Oct. 1, 1879	Oct. 1, 1929.	5	April and Oct.	6,015,000
Chicago & Milwaukee R'y	July 1, 1863	July 1, 1898.	7	Jan. and July.	1,700,000
Menominee River R. R.	July 1, 1876	July 1, 1906.	7	Jan. and July.	400,000
Menominee River R. R., extension	Jan. 1, 1880	July 1, 1906.	7	Jan. and July.	160,000
Des Moines & Minneapolis	Feb. 1, 1879	July 1, 1899.	7	Jan. and July.	223,000
Des Moines & Minneapolis	Feb. 1, 1882	Feb. 1, 1907.	7	Feb. and Aug.	377,000
W. & St. Peter, 1st mortgage	April 10, 1867	Jan. 1, 1887.	7	Jan. and July.	2,547,000
W. & St. Peter, 2d mortgage	Nov. 1, 1867	Nov. 1, 1907.	7	May and Nov.	1,607,000
W. & St. Peter, extension, gold	Dec. 1, 1871	Dec. 1, 1916.	7	June and Dec.	4,255,000
Minn. Valley R'y	Oct. 1, 1878	Oct. 1, 1908.	7	April and Oct.	150,000
Rochester & North Minn. R'y	Sept. 1, 1878	Sept. 1, 1908.	7	Mar. and Sept.	200,000
Plainview R. R.	Sept. 1, 1878	Sept. 1, 1908.	7	Mar. and Sept.	100,000
Iowa Midland	Aug. 1, 1870	Oct. 1, 1900.	8	April and Oct.	1,350,000
N. W. Union R'y	June 1, 1872	June 1, 1917.	7	Mar. and Sept.	3,500,000
Chicago & Tomah	Sept. 1, 1880	Nov. 1, 1905.	6	May and Nov.	1,528,000
Milwaukee & Madison	Sept. 1, 1880	Sept. 1, 1905.	6	Mar. and Sept.	1,600,000
Chicago, Milwaukee & N. W.	May 1, 1882	Nov. 1, 1905.	6	May and Nov.	450,000
Esc. & Lake Superior	July 1, 1881	July 1, 1901.	6	Jan. and July.	720,000
Dakota Central R'y	May 1, 1882	Sept. 1, 1907.	6	Mar. and Sept.	665,000
		Total			$ 64,943,000

Total amount of funded debt	$ 64,943,000.00
Total amount of floating debt	4,620,306.63
Total amount of debt liabilities	$ 69,563,306.63

Amount of debt per mile of road	$24,396.94
Total amount of stock and debt	129,774,957.16
Amount of stock and debt per mile of road	45,722.42

COST OF ROAD AND EQUIPMENT.

Total cost road and equipment	$ 131,961,264.89

Average cost of road and equipment per mile (2,823.46 miles)	$ 46,737.43
Proportion of cost of road and equipment for Iowa	19,956,415.24
Average cost of road and equipment per mile in Iowa (426.99 miles)	46,737.43

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Bridging		$ 182,151.01
Superstructure, including rails		3,621,949.42
Land, land damages, and fences		131,944.79
Passenger and freight stations, coal sheds and water stations, engine houses, car sheds, and turntables, machine shops, including machinery and tools		283,044.18
Engineering, during construction		149,894.11
Grading and other expenditures		2,386,983.62
Total for construction		$ 6,755,967.13

EQUIPMENT.

Locomotives		
New snow plows		
Passenger, mail, baggage, and express cars		
Parlor, dining, and sleeping cars		
Freight and other cars		
Wrecking cars, pile drivers, and tools		
Total for equipment		$ 1,825,000.70
Total expenditures charged to property accounts		$ 8,580,967.83
Amount the capital has been increased by stock or other dividends that is not represented by actual increase of property—dividing surplus or any other increase		Nothing.
Net addition to property account for the year		$ 8,580,967.83

GENERAL EXHIBIT.

Total earnings		$ 23,421,732.00
Total expenses, including taxes		12,680,503.54
Net earnings		10,741,228.46
Rentals, specifying amount paid to each company:		
C., I. & N. R. R	$ 514,609.73	
C., R. & M. R. R. R.	903,657.33	
Maple River R. R.	53,460.92	
D. M. & M. R. R.	51,792.45	
		1,523,520.43
Interest accruing during the year		4,020,858.61
Interest paid during the year		4,105,805.23
Sinking funds		98,120.00
Dividends declared 6½ per cent on common	$ 980,817.50	
Dividends declared 7¼ per cent on preferred	1,605,820.25	
		2,586,637.75
Balance for the year		2,512,091.67
Balance at commencement of the year	$ 8,196,944.13	
Less reduction of nominal assets	3,060,843.39	
		5,136,100.74
Balance at the close of the year, June 30, 1882		7,648,192.41
Income from other sources than earnings		
Total income from all sources for the year		$ 23,421,732.00

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers		$ 5,256,810.20
From express		365,002.04
From mails		411,805.19
Total earnings, passenger department		$ 6,033,617.43
Earnings per train mile run, 3,791,427 miles	$ 1.59.13	
Earnings, freight:		
Total earnings, freight department		17,195,225.80
Earnings per train mile run, 8,147,324 miles	$ 2.11.05	
Total transportation earnings		$ 23,228,843.23
Transportation earnings per train mile run, all trains earning revenue, 11,938,751 miles	$ 1.94.56	
Earnings per mile of road operated, 3,072.77 average miles	7,559.58	
Proportion of transportation earnings for Iowa (actual)	5,775,895.98	
Income from all other sources, miscellaneous earnings		192,888.77
Total income from all sources		$ 23,421,732.00
Actual income for Iowa	$ 5,789,431.57	

EXPENSES OF OPERATING THE ROAD FOR THE YEA

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 1,569,704.70
Renewal of rails	585,361.99
No. tons laid, steel, 19,914.	
No. tons laid, iron, 373.	
Renewal of ties	292,810.37
No. laid, 949,942.	
Repairs of bridges, including culverts and cattle-guards	444,683.48
Repairs of fences, road-crossings, and signs	126,270.51
Repairs of buildings, stations, and water-tanks	492,036.54
Total	$ 3,510,867.59

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 828,160.59
Repairs of passenger cars	292,523.43
Repairs of freight cars	707,903.44
Total	$ 1,828,587.46

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives		$ 1,608,603.02
Water supply		78,999.82
Oil and waste		192,409.65
Locomotive service		1,199,846.68
Passenger train service		219,048.80
Passenger train supplies		37,621.48
Mileage of passenger cars (debit balance)		9,343.03
Freight train service		548,118.95
Freight train supplies		22,021.51
Mileage of freight cars (debit balance)		43,872.56
Telegraph expenses (maintenance and operating)		225,613.93
Damage and loss of freight and baggage		72,027.30
Damages to property and cattle		28,729.48
Personal injuries		98,853.68
Agents and station service		1,746,494.19
Station supplies		68,386.41
Total		$ 6,199,990.49

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 148,056.86
Legal expenses		63,927.97
Insurance		765.00
Stationery and printing		107,285.74
Outside agencies and advertising		175,078.18
Contingencies		110,243.92
Taxes in Iowa	$128,914.01	
Taxes in other States	406,786.32	
Total taxes		535,700.33
Total		$ 1,141,058.00

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 3,510,867.59
Maintenance of motive power and cars	1,828,587.46
Conducting transportation	6,199,990.49
General expenses, including taxes	1,141,058.00
Total operating expenses and taxes	12,680,503.54
Operating expenses and taxes per mile of road	$ 4,126.73
Operating expenses and taxes per train mile run, for trains earning revenue (11,938,751 miles)	1.06.21
Proportion of operating expenses and taxes for Iowa	3,270,684.07
Expenses of running and management of passenger trains.	Cannot be separated.
Expenses of running and management of passenger trains, per train mile	
Expenses of running and management of freight trains	
Expenses of running and management of freight trains, per train mile	
Expenses of running and management of all trains earning revenue	
Percentage of expenses and taxes to income	54.1

GENERAL RECAPITULATION.

Total income		$ 23,421,732.00
Total operating expenses and taxes		12,680,503.54
Net income above operating expenses and taxes		10,741,228.46
Net income above operating expenses, taxes, and interest, sinking funds, and rental, and dividends		2,512,091.67
Gross income per train mile run (11,938,751 miles)	$ 1.96.18	
Net income per train mile run (11,938,751 miles)	89.97	
Percentage of net income to stock and funded debt	8.58	
Percentage of net income to cost of road and equipment	8.14	

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year	$ 8,196,944.13
Surplus at the close of the year	7,648,192.41
Cash	961,800.79
Real estate notes	200,000.00
Bills receivable	65,237.20
Cost of securities	37,219.31
The amount of its own stock or bonds owned by the company	506,057.44
Amount absorbed in construction and equipment	2,186,307.73
Amount in material and balance from other roads	3,691,569.94

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Cost of road and equipment	$131,961,264.89
Bonds owned by company	426,600.00
Cost of securities of sundry proprietary companies	37,219.31
Real estate contract	200,000,00
Stock owned by company	79,457.44
Cash	961,800.79
Bills receivable	65,237.20
Due from agents and companies	1,223,120.65
Material and supplies	2,468,449.29
Total	$137,423,149.57

CREDIT.

Capital stock	$ 60,211,650.53
Funded debt	64,943,000.00
Interest unpaid	531,184.65
Dividends unpaid	97,590.37
Notes payable	398,426.35
Vouchers and accounts	2,517,277.15
Other liabilities	1,075,828.11
Income account	7,648,192.41
Total	$137,423,149.57

DESCRIPTION OF ROAD.

MILES OF ROAD IN OPERATION JUNE 30, 1882.

FROM.	Total miles.	Illinois.	Iowa.	Wisconsin.	Michigan.	Minnesota.	Dakota.
Chicago to Ishpeming	427.93	70.80	.....	224.48	132.65	.....	.....
Branches to mines	39.80	.....	.....	.....	39.80	.....	.....
W. C. Shops to Montrose	5.20	5.20	.....	.....	.....	.....	.....
S. B. Junction to river	4.50	4.50	.....	.....	.....	.....	.....
Geneva to Batavia	3.20	3.20	.....	.....	.....	.....	.....
Kenosha to Rockford	72.10	44.60	.....	27.50	.....	.....	.....
Chicago to Freeport	121.00	121.00	.....	.....	.....	.....	.....
Belvidere to Winona	227.00	20.10	.....	206.90	.....	.....	.....
Chicago to Mississippi River	137.00	137.00	.....	.....	.....	.....	.....
Miss. River to Council Bluffs	354.00	.....	*354.00	.....	.....	.....	.....
Clinton to Lyons	2.60	.....	*2.60	.....	.....	.....	.....
Maple R. J. to Mapleton	60.15	.....	*60.15	.....	.....	.....	.....
Wall Lake to Sac City	12.76	.....	*12.76	.....	.....	.....	.....
Des Moines to Callanan	57.34	.....	*57.34	.....	.....	.....	.....
Chicago to Milwaukee	85.00	44.76	.....	40.24	.....	.....	.....
Milwaukee to Fon du Lac	62.63	.....	.....	62.63	.....	.....	.....
Milwaukee to Montford	140.88	.....	.....	140.88	.....	.....	.....
Galena to Woodman	76.84	10.25	.....	66.59	.....	.....	.....
Lancaster J. to Lancaster	12.04	.....	.....	12.04	.....	.....	.....
Platteville J. to Platteville	4.00	.....	.....	4.00	.....	.....	.....
Sheboygan to Princeton	78.40	.....	.....	78.40	.....	.....	.....
Elgin to Lake Geneva	45.04	36.34	.....	8.70	.....	.....	.....
Geneva to St. Charles	2.40	2.40	.....	.....	.....	.....	.....
Menominee River Junction to Crystal Falls	69.34	.....	.....	17.39	51.95	.....	.....
Janesville to Afton	6.10	.....	.....	6.10	.....	.....	.....
Stanwood to Tipton	8.50	.....	8.50	.....	.....	.....	.....
Clinton to Anamosa	70.97	.....	79.97	.....	.....	.....	.....
Boone to coal banks	3.25	.....	3.25	.....	.....	.....	.....
Carrol to Kirkman	34.81	.....	34.81	.....	.....	.....	.....
Manning to Audubon	17.00	.....	17.00	.....	.....	.....	.....
Winona to Watertown	322.98	.....	.....	.....	.....	288.50	34.48
Mankato J. to Mankato	3.75	.....	.....	.....	.....	3.75	.....
Sleepy Eye to Redwood F.	24.40	.....	.....	.....	.....	24.40	.....
Rochester to Zumbrota	24.48	.....	.....	.....	.....	24.48	.....
Eyota to Plainview	15.01	.....	.....	.....	.....	15.01	.....
Eyota to Chatfield	11.46	.....	.....	.....	.....	11.46	.....
Tracy to Dakota line	46.40	.....	.....	.....	.....	46.40	.....
Dakota line to Pierre	209.11	.....	.....	.....	.....	.....	209.11
Ordway J. to Ordway	87.48	.....	.....	.....	.....	.....	87.48
Watertown to Clark Center	31.00	.....	.....	.....	.....	.....	31.00
Tama to Elmore	164.31	.....	164.31	.....	.....	.....	.....
Jewell J. to D. M. & M. con.	1.75	.....	1.75	.....	.....	.....	.....
Eagle Grove to Sioux R.	68.10	.....	68.10	.....	.....	.....	.....
Jewell J. to Lake City	58.30	.....	58.30	.....	.....	.....	.....
Division	.....	500.15	913.84	895.85	224.40	414.00	362.07
Total	3,310.31						

* Leased.

Total length of road owned by company	2,823.46
Total length of road operated by this company	3,310.31
Total length of road operated by this company in Iowa	913.84
Aggregate length of sidings and other tracks not above enumerated	
Same in Iowa	106.02
Aggregate length of track, computed as single track, exclusive of sidings	
Same in Iowa	
Total length of steel rails in tracks in Iowa, exclusive of sidings	744.37
Total length of iron rails in tracks in Iowa, exclusive of sidings	169.47

Weights per yard, steel, 50 to 60 lbs.
Weights per yard, iron, 50 to 60 lbs.
Gauge of track { 74.88 miles of 3 feet. / 3,235.43 miles of 4 feet 8½ inches.

If any part of the road was opened for operation during the past year, state the date:

DATE.	FROM	Miles in Wisconsin.	Miles in Illinois.	Miles in Michigan.	Miles in Iowa.	Miles in Minnesota.	Miles in Dakota.	Total miles.
July 5, '81	Madison to Dodgeville	47.31						47.31
Aug. 30, '81	Dodgeville to Montfort	16.36						16.36
Feb. 1, '82	Milwaukee to Madison	77.21						77.21
Sept. 11, '82	Eagle Grove to Algona				33.71			33.71
Jan. 2, '82	Algona to Elmore				32.36			32.36
Apr'l 17, '82	Stratford to Dayton				9.13			9.13
Jan. 2, '82	Dayton to Gowrie				11.42			11.42
Jan. 2, '82	Gowrie to Lake City				22.72			22.72
Jan. 2, '82	Eagle Grove to Willow Glen (Bradgate)				29.81			29.81
Apr'l 17, '82	Bradgate to Sioux Rapids				38.29			38.29
June 20, '82	Jewell Junct. to D. M. & M. R. R. (connection)				1.75			1.75
Oct. 14, '81	Carroll to Manning				17.47			17.47
Dec. 29, '81	Manning to Kirkman				17.34			17.34
May 22, '82	Manning to Audubon				17.00			17.00
May 22, '82	Florence to Crystal Falls	4.49		12.20				16.69
July 31, '81	Ordway Ju. to Redfield						36.26	36.26
Nov. 6, '81	Redfield to Ordway						51.22	51.22
June 22, '82	Watertown to Clark Center						31.00	31.00
	Total	145.37		12.20	231.00		118.48	507.05

Total miles of road operated by this company	3,310.31
Total miles road operated by this company in Iowa	913.84

STATIONS.

Number of stations on all roads owned by this company, at which there are agents	418
Same in Iowa, at which there are agents	54
Number of stations on all roads operated by this company, at which there are agents	496
Same in Iowa, at which there are agents	132
Number of telegraph offices in stations in Iowa	125

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	15,406
Same in Iowa	3,297
Amount paid employes, including officials, on all roads operated by this company	8,897,724.02
Same in Iowa	1,860,532.08

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	4	476
Combination bridges over 100 feet in length	21	3,051
Iron bridges over 100 feet in length	8	1,100
Wooden truss bridges under 100 feet in length	27	1,550
Combination bridges under 100 feet in length	6	481
Iron bridges under 100 feet in length	29	1,658
Wooden, trestle, and pile	1,291	104,190

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 20 feet opening or more	3
Less than 20 feet opening	12

BOX CULVERTS IN IOWA.

Timber	560
Stone	90

CATTLE-GUARDS.

Number in Iowa	809

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.),	874,705
Amount of trestle work replaced with earth during the year (lineal feet)	220
Timber culverts replaced with stone	1
Timber culverts replaced with sewer pipe	0
Timber culverts replaced with timber	34

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length feet.
Clinton to Council Bluffs	Pile	Wood	Sept. 1881.	48
Des Moines Division	Pile	Wood,	Nov. 1881.	32
Between Halber and Kirkman	71 pile and trestle	Wood		4,672
Between Manning and Audubon	44 pile and trestle.	Wood		2,880
Between Manning and Audubon	Truss	Wood		48
Between Thrall and Elmore	106 pile and trestle.	Wood		7,350
Between Thrall and Elmore	2 truss	Wood		120
Between Thrall and Elmore	2 combination	Wood and iron.		264
Between Stratford and Lake City.	94 pile and trestle	Wood.		6,684
Between Stratford and Lake City.	4 truss	Iron		512
Between Stratford and Lake City.	9 truss	Wood		552
Between Eagle Grove and Peterson	129 pile and trestle	Wood		11,583
Between Eagle Grove and Peterson	4 combination	Wood and iron		537
Between Eagle Grove and Peterson	5 truss	Wood		312
Total				35,594

ROAD-BED AND TRACK.

Number of track sections in Iowa	143
Average length of sections, miles	6.4
Average number of men in each section gang	7

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Milwaukee & St. Paul Railway, at Clinton, Iowa.
Chicago, Milwaukee & St. Paul Railway, at Lyons, Iowa.
Chicago, Milwaukee & St. Paul Railway, at Delmar Junction, Iowa.
Chicago, Milwaukee & St. Paul Railway, at Center Junction, Iowa.
Chicago, Milwaukee & St. Paul Railway, at De Witt, Iowa.
Chicago, Milwaukee & St. Paul Railway, at Wheatland, Iowa.
Chicago, Milwaukee & St. Paul Railway at Tama, Iowa.
Chicago, Milwaukee & St. Paul Railway, at Sheldahl, Iowa.
Chicago, Milwaukee & St. Paul Railway, at Council Bluffs, Iowa.
Burlington, Cedar Rapids & Northern Railway, at Cedar Rapids, Iowa.
Central Iowa Railway, at Marshalltown, Iowa.
Wabash, St. Louis & Pacific Railway, at Des Moines, Iowa.
Minneapolis & St. Louis Railway, at Ogden, Iowa.
Des Moines & Ft. Dodge Railroad, at Grand Junction, Iowa.
Des Moines, Adel & Western Railway, at Jefferson, Iowa.
Chicago, Burlington & Quincy, Railroad, at Council Bluffs, Iowa.
Chicago, Rock Island & Pacific Railway, at Council Bluffs, Iowa.
Central Iowa Railway, at Gifford, Iowa.
Des Moines & Ft. Dodge Railroad, at Gowrie, Iowa.
Burlington, Cedar Rapids & Northern Railway, near Thrall, Iowa.
Minneapolis & St. Louis Railway, near Whitman, Iowa.
Des Moines & Ft. Dodge Railroad, near Rubens, Iowa.

What railroads cross your road, either over or under, and at what locality?

Chicago, Milwaukee & St. Paul Railway, at Center Junction (under).
Chicago, Milwaukee & St. Paul Railway, at Manning (over).
Chicago, Milwaukee & St. Paul Railway, at Algona (under).
St. Louis, Des Moines & Northern Railway, at Boone (over).
Minneapolis & St. Louis Railway, near Dayton (over).
Minneapolis & St. Louis Railway, near Dakota (under).

Number of highway crossings at grade	863
Number of highway crossings at which there are flagmen	6
Number of highway crossings over railroad	6
Number of highway crossings under railroad	15
Number of highway bridges 18 feet above track	6
Number of highway bridges less than 18 feet above track	None.

FENCING IN IOWA.

How many miles of fencing have you on your road	1,194
What is the average cost per rod? No data.	
How many miles of new fencing have you built during the year	113
Give the number of miles of fencing needed on both sides of your track in Iowa. No data; fence is built as fast as needed.	

ROLLING STOCK.

Number of locomotives	557
Number of passenger cars	235
Number of baggage, mail, and express cars	117
Number of parlor cars	7
Number of dining cars	6
Number of box freight cars	10,140
Number of stock cars	1,436
Number of platform and coal cars	2,499
Number of other cars	4,210
Total	18,650
Maximum weight of locomotives and tenders, tons	65
Average weight of locomotives and tenders, tons	52
Number of locomotives equipped with train brake	219
Kind of brake, Westinghouse air brake.	
Maximum weight of passenger cars, tons	29
Average weight of passenger cars, tons	25
Number of cars equipped with train brake. All.	
Kind of brake, Westinghouse air brake.	
Number of passenger cars equipped with Miller platform and buffer. All.	
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, 39 tons; 275 tons.	

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	3,791,427
Miles run by freight trains during the year	8,147,324
Miles run by switching trains during the year	3,899,736
Miles run by other trains during the year	1,542,638
Total train mileage	17,381,125

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains, about	5.23
Average weight of passenger trains, exclusive of passengers, tons, about	135
Average number of cars in freight trains, about	24.02
Average weight of freight trains, exclusive of freight, tons, about	264

PASSENGER TRAFFIC.

Total number of passengers carried	6,861,687
Total passenger mileage, or passengers carried one mile	209,195,786
Average distance traveled by each passenger, miles	27.85
Average amount received from each passenger, cents	69.98
Highest rate of fare per mile for any distance, cents	4
Lowest rate of fare per mile for any distance, cents	½
Average rate of fare per mile for all passengers, cents	2.51

FREIGHT TRAFFIC.

Total tons of freight carried	8,161,383
Total freight mileage, or tons carried one mile	1,171,038,933
Average rate per ton per mile received for through freight Average rate per ton per mile received for local freight Average rate per ton per mile received for all freight Average rate per ton per mile received from freight to and from other roads, cents	1.47
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa	

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	76,144,293
Number of miles run by loaded freight cars west and north	70,112,015
Number of miles run by empty freight cars east and south	20,703,019
Number of miles run by empty freight cars west and north	27,883,411
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	21.38
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	28.45

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles	25
Rate of speed of freight trains, including stops, miles	12

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	1,168,322	14.32
Flour	187,314	2.30
Provisions (beef, pork, lard, etc.)	76,206	.93
Animals	326,741	4.00
Other agricultural products	120,023	1.47
Lumber and forest products	1,170,759	14.35
Coal	679,152	8.32
Plaster, lime, and cement	43,341	.53
Salt	47,221	.58
Petroleum and oil	28,770	.35
Iron, steel, and castings	428,974	5.26
Stone and brick	152,126	1.86
Manufactures—articles shipped from point of production	299,698	3.67
Merchandise, and other articles not enumerated above	3,432,766	42.06
Total tons carried	8,161,383	100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS FORWARDED.	PER CENT.
Grain	359,862	33.39
Flour	7,380	.68
Provisions (beef, pork, lard, etc.)	16,630	1.54
Animals	131,765	12.22
Other agricultural products	24,721	2.29
Lumber and forest products	209,798	19.49
Coal	149,366	13.86
Plaster, lime, and cement	8,478	.78
Salt	1,452	.14
Petroleum	2,132	.19
Iron, steel, and castings	4,638	.43
Stone and brick	26,133	2.42
Manufactures—articles shipped from point of production	17,345	1.61
Merchandise, and other articles not enumerated above	117,988	10.96
Total tons carried	1,077,688	100

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE AT CLINTON, IOWA, FOR THE YEAR ENDING JUNE, 30, 1882.

West bound number of tons	502,311
East bound number of tons	706,964
Total tons	1,209,275

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company and United States Express Company. For terms and conditions as to rates, see statement attached. The express companies have no care of machinery, or repairs of cars. They do a miscellaneous business, restricted to lighter articles, properly belonging to express business. The express companies deliver their freight into this company's cars.

Express Contracts, June 30, 1882.

ROUTE.	Rate per diem on limited tonnage—whole route.	Limit of pounds to be carried each day whole length of route at regular per diem rates.	Rate per 100 pounds carried whole length of route to be paid on excess of tonnage.	Tonnage per week of six days.	Tonnage per week of seven days.
AMERICAN EXPRESS CO.					
Chicago to Council Bluffs	$ 275.00	10,000	$ 1.50	60,000	70,000
Chicago to Freeport	90.00	12,000	.50	72,000	84,000
Chicago to Ishpeming (Fish $1 per 100 pounds)	275.00	10,000	1.50	60,000	70,000
Chicago to Winona	135.00	10,000	1.05	60,000	70,000
Kenosha to Rockford	5.07	1,000	.60	6,000	7,000
Elgin to Lake Geneva	5.00	2,000	.25	12,000	14,000
Milwaukee to Montfort and Galena to Woodman	30.00	3,000	1.00	18,000	21,000
Winona to Watertown and Branches	75.00	5,000	1.50	30,000	35,000
Clinton to Anamosa	6.25	1,000	.30	6,000	7,000
Stanwood to Tipton	2.00	500	.....	3,000	3,500
Des Moines to Callanan	10.00	2,000	.35	12,000	14,000
Tama to Elmore and branches	20.00	2,000	1.00	12,000	14,000
Maple River Junction to Mapleton and branches	6.25	1,000	.30	6,000	7,000
*Carroll to Kirkman and branches					
†Sheboygan to Princeton					
UNITED STATES EXPRESS CO.					
Chicago to Milwaukee	66.66	17,000	.40	102,000	119,000

* $50 per month.
† 56 cents per 100 pounds transported whole length of route.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? The cars of all transportation companies are allowed to run over the lines of this company, paying regular rates and receiving mileage. The freight is carried in cars furnished by such transportation companies (excepting consignments less than a car load). Their freight has no preference over other freight of like class.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each?

Anderson Refrigerator Company, Chicago, Ill	$ 241.22
Arnot, Elmira, N. Y	18.30
American Refrigerator Company, St. Louis, Mo	138.05
Ames Coal Transportation Company, Chicago, Ill	61.61
Chicago & Wil. Coal Company, Chicago, Ill	417.68
Carp River Iron Company, Marquette, Mich	258.86
Continental Oil Company, Cleveland, Ohio	261.04
Eureka Coal Company, Chicago, Ill	128.00
Ellsworth Coal Company, Chicago, Ill	70.21
Fish Bros. & Company, Racine, Wis	269.83
Fox River Iron Company, West Depere, Wis	227.12
Menasha Wooden Ware Company, Menasha, Wis	436.53
Northwestern Fuel Company, St. Paul, Minn	358.91
Pullman Palace Car Company, Chicago, Ill	14,021.82
Richardson Bros., Sheboygan Falls, Wis	22.29
Rend, W. P. & Company, Chicago, Ill	259.42
Ramsey & Jones, Appleton, Wis	64.35
Tiffany Refrigerator Company, Chicago, Ill	28.57
Watson Coal & Mining Company, Chicago, Ill	15.71
W. C. M. & M. Company, Chicago, Ill	3.43
Total	$ 17,302.65

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Sleeping-cars are run owned by the Pullman Palace Car Co., who make their own regular charges therefor. Dining cars owned by this company are run, on which the charges are 75 cents per meal. Parlor cars owned by this company are run on which the charges are: for 50 miles and under, 25 cents; for 85 miles and over 50 miles, 35 cents; for 110 miles, and over 85 miles, 50 cents.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangements by which these cars run on your road, the terms, and who receives the earnings. Pullman Palace Car Co., $14,-021.82.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? Compensation for mail service is not permanently fixed. Service is ordered "subject to the rules and regulations of the Department," and amount paid is dependent on the weight of mail carried over such route.

What amount have you paid for receiving and delivering mail to and from stations on your road? Not kept.

TELEGRAPH.

How many miles of telegraph are owned by your company? This company owns no telegraph exclusively, but owns certain wires or rights in all lines.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? All owned or controlled by the Western Union Telegraph Co.; about 3,310 miles.

LANDS—CONGRESSIONAL GRANT.

None in the State of Iowa.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.				
July	6	John O'Neill, foreman	Moingona	Bridge fell; in a flood.
July	6	Amos Olmsted, fireman	Moingona	Bridge fell; in a flood.
July	6	Patrick Donohin, section foreman	Moingona	Bridge fell; in a flood.
August	9	Patrick Callington, citizen	Lyons	Climbing on car.
August	24	Ross King, citizen	Clinton	Fell from freight car.
September	2	Thos. Roworth, brakeman	Watkins	Fell from cars.
September	7	Geo. Weingort, brakeman	Glidden	Coupling.
September	13	Unknown, stranger	Quarry	Stealing ride; fell.
September	21	S. A. Hutton, brakeman	Maple River Junction	Coupling.
October	4	Philip Fruch, laborer	State Center	Lying on track.
October	15	Mrs. Isabella Brewster, passenger	Cedar Rapids	Jumped from moving train.
October	24	M. Keene, carpenter	Dakota City	Collision with dummy.
October	24	A. B. Chillman, carpenter	Dakota City	Collision with dummy.
November	7	M. Strukel, laborer	Lyons	Jumped from one car to another.
November	12	E. Holden, brakeman	Stratford	Uncoupling.
November	20	Wm. Sullivan, switchman	Clinton	Coupling.
November	24	G Johnson, citizen	Ogden	Passing between cars.
November	18	Mrs. E. Needham, citizen	Moingona	Walking on track.
December	8	W. E. Corbitt, brakeman	Tama	Uncoupling.
December	10	Pat. Garrity, farmer	Logan	Crawling over bridge.
1882.				
January	17	S. D. Dinsmore, brakeman	Missouri Valley	Coupling.
January	31	John C. O'Brien, brakeman	Wheatland	Fell under wheels.
February	13	G. G. Edgar, brakeman	Ogden	Uncoupling.
February	25	W. C. Boydston, brakeman	Moingona	Coupling.
March	13	James Hanson, laborer	Sioux Rapids	Fell from car.
March	20	F. J. Becker, switchman	Council Bluffs	Coupling.
March	17	Dan'l Dulison, stranger	New Jefferson	Jumping on train.
March	17	Jas. Cowan, stranger	Cedar Rapids	Lying on track.
April	10	Edwin V. Grundy, switchman	Clinton	Uncoupling.
April	15	V. A. Brimmann, brakeman	Tama	Fell between cars.
April	15	Geo. Carelon, tramp	Cedar Rapids	Fell under wheels.
April	21	Irving Newton, brakeman	Tama	Uncoupling.
April	26	A. Schrader, fireman	Colo	Fell from engine.

May	17	Wm. Helm, brakemen	Dakota City	Fell from train.
May	29	Ferdinand Nasal, boy	Clinton	Attempt to jump on train.
June	29	Thos. McCoy, brakeman	Sioux Rapids	Fell from train.
June	30	Unknown	Crescent	Fell from train.
June	13	Jas. Ruse, brakeman	Sioux Rapids	Wreck; by flood.

INJURED.

1881.				
July	6	Edward G. Wood, engineer	Moingona	Bridge fell; in a flood; leg bruised.
July	27	John O'Brien, conductor	Clinton	Coupling; hand bruised.
July	23	Wm. Miller, boy	Braman	Jumping on train; foot crushed.
July	23	F. M. Moss, brakeman	Cedar Rapids	Coupling; arm crushed.
August	18	S. D. Gregory, passenger	Boone	Collision; arm broken.
August	31	C. S. Davis, brakeman	Boone	Coupling; bruised.
August	19	O. F. Culbertson, brakeman	Marshalltown	Fell from ladder; rupture.
October	9	Ellis Turner, brakeman	Whitton	Coupling; fingers crushed.
October	20	Alfred Conat, brakeman	Boone River	Coupling; fingers crushed.
October	18	W. K. Harlin, brakeman	Conrad	Coupling; fingers crushed.
November	11	R. Lee, brakeman	Grand Junction	Fell from train; collar-bone broken.
December	2	Jas. Harvey, brakeman	Sac City	Caught by projecting lumber; ribs broken.
December	10	John Raymond, brakeman	Algona	Coupling; leg off.
December	10	Jas. Payton, brakeman	Moingona	Uncoupling; bruised.
December	13	John Mahoney, switchman	Jewell Junction	Run over; arm lost.
December	23	Frank Butler, brakeman	Wall Lake	Coupling; fingers crushed.
December	20	B. Caswell, brakeman	Tama	Coupling; fingers crushed.
1882.				
January	19	Lewis Hatfield, brakeman	Cedar Rapids	Fell from ladder; arm broken.
February	2	W. F. Dunn, brakeman	Colo	Fell from cars; leg broken.
February	6	Alex. Vandentice, brakeman	Ames	Jumped from cars; ankle sprained.
February	9	Herman Kettles, boy	Clinton	Playing on track; leg crushed.
February	19	Walter Crane, brakeman	Luzerna	Struck coal-shed; bruised.
February	17	Albert Jones, teamster	Cedar Rapids	Crossing track; slightly bruised.
March	14	Thos. Larkin, mechanic	Cedar Rapids	Repairing cars; internal injuries.
April	13	Geo. Snook, brakeman	Laurens	Coupling; fingers crushed.
May	25	Thos. Tileming, boy	Cedar Rapids	Playing on track; foot crushed.
April	25	John Brink, citizen	Carroll	Crossing track; bruised.
May	27	Ed. Morrison, citizen	Gifford	Attempt to jump on train; leg crushed.
May	22	Jas. Spence, laborer	Dover City	Fell under hand-car; bruised.
May	10	Jas. Kennedy, laborer	Clinton	Crossing track; bruised.
June	2	Mrs. Mary A. Simons, citizen	Council Bluffs	Walking on track; bruised.
June	14	E. E. Bartlett, brakeman	Marshalltown	Fell from train; bruised.
June	21	E. A. Lovell, switchman	Eagle Grove	Coupling; fingers crushed.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Derailments	....	1	....	....	....	....
Collisions	....	....	....	1	....	....
Caught in frogs	....	1	....	....	....	....
Coupling cars	....	10	....	....	14	....
Falling from trains	....	7	2	..	5	1
Getting on and off trains	1	....	3	....	1	
Highway crossings	....	..	....	....	....	3
Miscellaneous	....	3	2	....	2	....
Overhead obstructions	....	....	....	..	....	....
Stealing rides	....	....	1	....	....	....
Trespassers on track	....	....	7	....	....	3
Total	1	22	15	1	22	10

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	38
Number of persons injured during the year	33
Number of casualties purely accidental during the entire year	8
Number resulting from lack of caution, carelessness, or misconduct	52
Number of persons killed or injured while intoxicated	0
Number of trespassers on track killed or injured	10
Number of tramps or others stealing rides killed or injured	1
Suicides in Iowa	0

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Albert Keep, Chicago, Illinois.
Vice-President—M. L. Sykes, New York, N. Y.
Secretary—M. L. Sykes, New York, N. Y.
Treasurer—M. L. Sykes, New York, N. Y.
General Manager—Marvin Hughitt, Chicago, Ill.
General Superintendent—J. D. Layng, Chicago, Ill.
Division Superintendents—J. M. Whitman, Clinton, Iowa.
H. G. Burt, Eagle Grove, Iowa.
Curtis A. Swineford, Baraboo, Wis.
Wm. B. Linsley, Escanaba, Mich.
Chas. D. Gorham, Chicago, Ill.
Chas. Murray, Chicago, Ill.
S. Sanborn, Winona, Minn.
T. J. Nicholl, Huron, Dakota.
Chief Engineer—E. H. Johnson, Chicago, Ill.
Superintendent of Telegraph—G. H. Thayer, Chicago, Ill.
Auditor—J. B. Redfield, Chicago, Ill.
General Passenger Agent—W. H. Stennett, Chicago, Ill.
General Freight Agent—C. G. Eddy, Chicago, Ill.
Attorney—B. C. Cook, Chicago, Ill.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

A. G. Dulman, New York, N. Y.
Augustus Schell, New York, N. Y.
Chauncy M. Depew, New York, N. Y.
Samuel F. Barger, New York, N. Y.
Albert Keep, Chicago, Ill.
M. L. Sykes, New York, N. Y.
M. Hughitt, Chicago, Ill.
David Dows, New York, N. Y.
Sidney Dillon, New York, N. Y.
D. O. Mills, New York, N. Y.
John M. Burke, New York, N. Y.
Wm. L. Scott, Erie, Pa.
C. J. Osborn, New York, N. Y.
Jay Gould, New York, N. Y.
R. P. Flower, New York, N. Y.
Anson Stager, Chicago, Ill.
Fred. W. Vanderbilt, New York, N. Y.

Date of annual meeting of stockholders, first Thursday in June.
Fiscal year of company ends May 31st.
General offices of the company are located at Chicago, Illinois.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

Albert Keep, President, and J. B. Redfield, Auditor of the Chicago & Northwestern Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of the company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed) ALBERT KEEP.
J. B. REDFIELD.

[R. R. SEAL.]

Subscribed and sworn to before me, this 31st day of August, A. D. 1882.

A. W. HARD,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 1st day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO, IOWA & NEBRASKA RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

The Chicago, Iowa & Nebraska Railroad is under lease to, and is operated by, the Chicago & Northwestern Railway Company.

CAPITAL STOCK.

Amount authorized by articles of association		$ 15,000,000.00
Amount issued, number of shares, 39,162; amount paid in		3,916,200.00
Amount of common stock issued		3,916,200.00
Total amount paid in as per books of the company		3,916,200.00
Amount of stock per mile of road	$ 47,851.90	
Amount of stock representing the road in Iowa	3,916,200.00	
Amount of stock held in Iowa	241,400.00	
Total number of stockholders	445	
Number of stockholders in Iowa	8	

DEBT.

Funded debt as follows:		
Second mortgage bonds extended, rate of interest five per cent		$ 117,000.00
Interest paid on same during the year	$ 9,075	
Third mortgage bonds due August 15, 1894, rate of interest seven per cent		211,500.00
Interest paid on same during the year	15,032.50	
Total amount of funded debt		$ 328,500.00
Floating debt, see balance sheet.		
Total amount of floating debt		49,724.26
Contingent liability as guarantor of bonds or debts of other roads.		
Should the earnings of the Maple River Railroad be insufficient to meet the coupons upon its bonds, this company is under obligation to contribute to such deficiency, and should the rental of the extensions of the Fremont, Elkhorn & Missouri Valley Railroad Company, west of Wisner, Nebraska, be insufficient to meet the interest on such extensions, this company is also under obligation to contribute to the deficiency in connection with the companies owning the line from Chicago to Council Bluffs, in proportion to the earnings of the contributing lines, derived from such extensions.		
Total amount of debt liabilities		$ 378,224.26
Amount of debt per mile of road	$ 4,621.51	
Total amount of stock and debt	4,294,424.26	
Amount of stock and debt per mile of road	52,473.41	

COST OF ROAD AND EQUIPMENT.

Land, land damages, and fences in settlement of right of way claim		$ 449.79
Total expended for construction		4,662,572.29

GENERAL EXHIBIT.

Total earnings, less $4,310.65, accrued interest and rents		$ 731,899.76
Total expenses, including taxes, abatement of rental under temporary agreement, and contributions to connecting roads.		266,439.52
Net earnings		$ 465,460.24
Interest accruing during the year	$ 26,930.00	
Less coupons July 1, 1881, in last report	7,050.00	
Interest charged out of income during the year	$ 19,880.00	
Coupons due July 1, 1882	3,775.00	
Interest paid on floating debt, accrued interest on bonds bought	1,546.11	
Dividends declared, eight per cent	313,296.00	
		338,497.11
Balance for the year		$ 126,963.13
Balance at commencement of the year		566,261.48
Balance at the close of the year, June 30, 1882		$ 693,224.61
Income from other sources than earnings, including interest on loans and rental of real estate		4,310.65
Total balance from all sources to credit of income account		$ 697,535.26

GENERAL RECAPITULATION.

Total income	$ 736,210.41
Total expenses and taxes, including abatement of rental and contributions to connecting roads	266,439.52
Net income above expenses and taxes	$ 469,770.89
Net income above expenses, taxes, interest, and rental	441,294.78
Percentage of net income to stock and debt	10.27

SURPLUS.

Surplus at the commencement of the year, to credit of income account	$ 566,261.48
Surplus at the close of the year	697,535.26
The amount invested in railroad stocks	61,260.00
Give the name of each road, and the number of shares owned in each of them and the par value of shares: Sioux City & Pacific Railway Company, $100 par value.	
This company has for many years past employed its surplus mainly in the retirement of its bonds.	
The amount of its own stock or bonds owned by the company	47,000.00

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Construction account	$ 4,662,572.29
Sioux City & Pacific Railroad stock account	61,260.00
Sioux City & Pacific Railroad coupons account	36,855.00
Bonds of this company in reserve:	
Second mortgage	29,000.00
Third mortgage	18,000.00
Bills receivable	17,600.00
Chicago & Northwestern Railway Company	48,386.20
Missouri River bridge	250.00
Cash:	
In hands of treasurer	108,968.29
In hands of assistant treasurer	629.89
Office buildidg	8,437.85
Total	$ 4,991,959.52

CREDIT.

Capital stock	$ 3,916,200.00
Funded debt:	
Second mortgage bonds	117,000.00
Third mortgage bonds	211,500.00
Unfunded debt:	
Bills payable	47,500.00
Coupons unpaid, including July 1, 1882	1,271.50
Dividends unpaid	238.64
Vouchers and accounts	714.12
Income account	697,535.26
Total	$ 4,991,959.52

DESCRIPTION OF ROAD.

Length main line of road from Clinton to Cedar Rapids, Iowa, miles	81.84
Length main line of road in Iowa	81.84
Total length of road belonging to this company	81.84
Total length of steel rails in tracks in Iowa, exclusive of sidings	81.84
Gauge of track	4 ft. 8½ in.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Horace Williams, Clinton, Iowa.
Vice-President—*John Bertram, Salem, Massachusetts.
Secretary—J. Van Deventer, Clinton, Iowa.
Treasurer—David P. Kimball, Boston, Massachusetts.
Assistant Treasurer—J. Van Deventer, Clinton, Iowa.
Register of Stock—David P. Kimball, Boston, Massachusetts.

* Deceased, March 22 1882.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Fred. L. Ames, North Easton, Massachusetts.
Oliver Ames, North Easton, Massachusetts.
John I. Blair, Blairstown, New Jersey.
D. C. Blair, Belvidere, New Jersey.
S. C. Bever, Cedar Rapids, Iowa.
Jas. B. Curwen, Salem, Massachusetts.
B. A. G. Fuller, Boston, Massachusetts.
Wm. T. Glidden, Boston, Massachusetts.
Edward Johnson, Belfast, Maine.
David P. Kimball, Boston, Massachusetts.
S. Lothrop Thorndike, Boston, Massachusetts.
J. Van Deventer, Clinton, Iowa.
Horace Williams, Clinton, Iowa.

Date of annual meeting of stockholders, Tuesday next preceding the third Wednesday in May.

Fiscal year of company ends, March 31.

General offices of the company are located at Clinton, Iowa.

STATE OF IOWA, }
COUNTY OF CLINTON. } ss.

J. Van Deventer, Secretary of the Chicago, Iowa & Nebraska Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) J. VAN DEVENTER,
[S. L. OF R. R.] *Secretary.*

Subscribed and sworn to before me, this 1st day of September, A. D. 1882.
[L. S.] R. C. A. FLOURNOY,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 2d day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CEDAR RAPIDS & MISSOURI RIVER RAILROAD CO.,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by vote of the company.....	$ 7,620,000.00
Amount issued, number of shares, 76,200; amount paid in....	7,620,000.00
Amount of common stock issued.....	6,850,400.00
Amount of preferred stock issued, and conditions of preferment.....	769,600.00
Interest 7 per cent per annum, payable semi-annually February and August 1st, and secured by second mortgage on main line between Cedar Rapids and Boone, and on branch line between Clinton and Lyons, Iowa.	
Total amount paid in as per books of the company.....	$ 7,620,000.00

Amount of stock per mile of road..... $	27,809.20
Amount of stock representing the road in Iowa.	7,620,000.00
Amount of stock held in Iowa.....	105,300.00
Total number of stockholders.....	545
Number of stockholders in Iowa.....	28

DEBT.

Funded debt as follows:	
First mortgage bonds due August 1, 1891, rate of interest 7 per cent	$ 700,000.00
First mortgage bonds due August 1, 1894, rate of interest, 7 per cent	582,000.00
Interest paid during the year	
First mortgage bonds due May 1, 1916, rate of interest 7 per cent	2,332,000.00
Total amount of funded debt	3,614,000.00
Total amount of floating debt	100,534.78
Contingent liability as guarantor of bonds or debts of other roads:	
Should the earnings of the Maple River Railroad Company be insufficient to meet the coupons upon its bonds, this company is under obligations to contribute to such deficiency. The amount of such contribution, if any, cannot be determined at this time.	
This company in connection with the companies owning the line from Chicago to Fremont, Nebraska, via C. & N. W. Railway and S. C. & P. R. R. has agreed to contribute an amount necessary in addition to the rental of the extensions of the Fremont, Elkhorn & Missouri Valley R. R. west of Wisner, Nebraska, to meet the interest on the bonds of such extensions issued for the actual cost thereof, in proportion to the earnings of the contributing lines derived from such extensions.	
Total amount of debt liabilities	3,714,534.78

Amount of debt per mile of road	$ 13,556 20	
Total amount of stock and debt	11,334,534.78	
Amount of stock and debt per mile of road	41,365.40	

COST OF ROAD AND EQUIPMENT.

Total expended for construction	$ 11,459,491.59
Average cost of construction per mile of road (274.01 miles)	$ 41,821.44
Proportion of cost of construction for Iowa	11,459,491.59

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR IN IOWA.

Superstructure, including rails, gratuity paid C. & N. W. R'y Co., on steel rails laid	$ 27,730.52
Total for construction	27,730.52
Total expenditures charged to property accounts	$ 27,730.52
Property sold (or reduced in valuation on the books) and credited property accounts during the year (specifying same):	
Expenses incurred for right of way; refunded	449.79
Net addition to property account for the year	$ 27,280.73

GENERAL EXHIBIT.

Total income	$	907,320.03
Total expenses, including taxes		8,056.38
Net income		899,263.65
Paid on account of business from other roads		58,027.62
Interest accruing during the year		253,332.22
Interest paid during the year		
Interest on funded debt		252,980.00
Interest paid on funded debt		
Interest on floating debt		352.22
Interest paid on floating debt		
Dividends declared (6 per cent) common stock		411,024.00
Dividends declared (7 per cent) preferred stock		53,872.00
Balance for the year—surplus		123,007.81
Balance at commencement of the year—surplus		663,608.08
Balance at the close of the year, June 30, 1882—surplus		786,615.89
Total income from all sources for the year	$	907,320.03

ANALYSIS OF INCOME.

Rental under lease	$	903,657.33
Interest on loans		3,662.70
Total income from all sources	$	907,320.03
Proportion of income for Iowa	$	907,320.03

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 4—GENERAL EXPENSES.

Salaries of general officers	$	4,365.04
General expenses and clerk hire		3,380.42
Stationery and printing		310.92
Total	$	8,056.38

GENERAL RECAPITULATION.

Total income	$	907,320.03
Total expenses and taxes		8,056.38
Net income above expenses and taxes		899,263.65
Net income above expenses, taxes, and drawback		841,236.03
Net income above expenses, taxes, interest, and drawback		587,903.81
Percentage of net income to stock and debt		7.42
Percentage of net income to cost of road		7.34

SURPLUS.

Surplus at the commencement of the year	$ 663,608.08
Surplus at the close of the year	786,615.89
The amount invested in railroad stocks	204,285.00
Give the name of each road, and the number of shares owned in each of them and the par value of shares:	
Sioux City & Pacific Railroad Company, 13,619 shares, par value, $100 per share.	
Amount in hands of treasurer and assistant treasurer	185,932.66
The amount invested in railroad bonds, the number of bonds, and the par value of each, the name of each road, and the amount invested in the bonds of each:	
Invested in office building	11,493.18
Invested in coupons of Sioux City & Pacific Railroad Co	30,840.00
Amount absorbed in construction	225,491.59
Amount in balances from other roads	229,108.24
	$ 887,150.67
Deduct unfunded indebtedness	100,534.78
	$ 786,615.89

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Construction account	$ 11,459,491.59
Office building	11,493.18
Stock of Sioux City & Pacific Railroad Company	204,285.00
Coupons of Sioux City & Pacific Railroad Company	30,840.00
Cash	185,932.66
Due from companies	229,108.24
Total	$ 12,121,150.67

CREDIT.

Capital stock	$ 7,620,000.00
Funded debt	3,614,000.00
Floating debt:	
Interest unpaid	93,045.02
Dividends unpaid	110.81
Accounts payable	7,378.95
Profit and loss balance	786,615.89
Total	$ 12,121,150.67

DESCRIPTION OF ROAD.

Length main line of road from Cedar Rapids to Missouri River, Iowa, miles	271.60
Length main line of road in Iowa	271.60
Branches owned by this company:	
Lyons branch, Clinton to Lyons, Iowa, single track, miles	2.41
Total length of branches owned by this company, miles	2.41
Total length of branches owned by this company in Iowa, miles	2.41
Total length of road belonging to this company, miles	274.01
Total length of steel rails in tracks in Iowa, exclusive of sidings, miles	274.01
Weight per yard, steel 60 pounds.	
Gauge of track	4 ft. 8½ in.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Horace Williams, Cedar Rapids, Iowa.
Vice-President—Wm. T. Glidden, Boston, Massachusetts.
Secretary—P. E. Hall, Cedar Rapids, Iowa.
Treasurer—David P. Kimball, Boston, Massachusetts.
Assistant Treasurer—J. Van Deventer, Cedar Rapids, Iowa.
Auditor—Henry V. Ferguson, Cedar Rapids, Iowa.
Register of Stock—David P. Kimball, Boston, Massachusetts.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Oliver Ames, North Easton, Massachusetts.
Fred. L. Ames, North Easton, Massachusetts,
John I. Blair, Blairstown, New Jersey.
D. C. Blair, Belvidere, New Jersey.
James Blair, Scranton, Pennsylvania.
Isaac T. Burr, Boston, Massachusetts.
F. Gordon Dexter, Boston, Massachusetts.
B. A. G. Fuller, Boston, Massachusetts.
Wm. T. Glidden, Boston, Massachusetts.
Edward Johnson, Belfast, Maine.
David P. Kimball, Boston, Massachusetts.
S. Lothrop Thorndike, Boston, Massachusetts.
Charles E. Vail, Blairstown, New Jersey.
James Van Deventer, Clinton Iowa.
Horace Williams, Clinton, Iowa.

Date of annual meeting of stockholders, third Wednesday in May.
Fiscal year of company ends, March 31st.
General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA, }
COUNTY OF LINN. } ss.

P. E. Hall, Secretary, and Henry V. Ferguson, Auditor, of the Cedar Rapids & Missouri River Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full, and correct statement of the con-

dition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed) P. E. HALL,
[L. S. OF R. R.] HENRY V. FERGUSON.

Subscribed and sworn to before me, this 8th day of September, A. D. 1882.

[L. S.] CHAS. H. CLARK,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

DES MOINES & MINNEAPOLIS RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association....	$3,500,000.00	
Amount issued, number of shares 9,063; amount paid in.....		$ 906,300.00
Amount of common stock issued.....		906,300.00
Total amount paid in as per books of the company.....		906,300.00

Amount of stock per mile of road.....	$ 15,805.72
Amount of stock representing the road in Iowa. All.	
Amount of stock held in Iowa.....	400.00
Total number of stockholders.....	13
Number of stockholders in Iowa.....	4

DEBT.

Funded debt as follows:

First mortgage bonds due July 1, 1899; rate of interest, seven per cent.....	$ 223,000.00
Interest paid on same during the year.....	
Mortgage bonds due February 1, 1907; rate of interest, seven per cent.....	377,000.00
Interest paid on same during the year.....	
Total amount of funded debt.....	$ 600,000.00

NOTE.—This $600,000 is also reported by Chicago & Northwestern Railway Company as part of its funded debt.

Total amount of floating debt.....	7,805.00
Total amount of debt liabilities.....	$ 607,805.00

Amount of debt per mile of road	$ 10,000.02
Total amount of stock and debt.....	1,514,105.00
Amount of stock and debt per mile of road.....	26,405.74

TOTAL COST OF ROAD AND EQUIPMENT.

Total cost of road and equipment	$ 1,418,850.25
Average cost of road and equipment per mile (57.34 miles)	$ 24,744.51
Proportion of cost of road and equipment for Iowa. All.	
Average cost of road and equipment per mile in Iowa (57.34 miles)	24,744.51

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

For change of gauge, and for additional facilities, etc	$ 592,621.97
Total expenditures charged to property accounts	$ 592,621.97
Net addition to property account for the year	$ 592,621.97

GENERAL EXHIBIT.

Total earnings, rental	$ 76,733.85
Total expenses, including taxes (paid by lessee)	
Net earnings	76,733.85
Interest accruing during the year	34,131.88
Interest paid during the year	
Interest on funded debt	34,131.88
Interest paid on funded debt	
Balance for the year	42,601.97
Total income from all sources for the year	$ 76,733.85

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Cost of road and equipment	$ 1,418,850.25
Due from agents and companies	146,299.87
Interest on bonds	34,131.88
Total	$ 1,599,282.00

CREDIT.

Common stock	$ 906,300.00
Stock liabilities	2,533.27
First mortgage bonds	223,000.00
Mortgage bonds	377,000.00
Accrued interest on bonds	7,805.00
Rental	82,643.73
Total	$ 1,599,282.00

DESCRIPTION OF ROAD.

Length main line of road	57.34
Total length of road belonging to this company	57.34
Total length of steel rails in tracks in Iowa, exclusive of sidings	57.34
Gauge of track	4 feet 8½ in.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Marvin Hughitt, Chicago, Illinois.
Vice-President—Albert Keep, Chicago, Illinois.
Secretary—J. B. Redfield, Chicago, Illinois.
Treasurer—M. M. Kirkman, Chicago, Illinois.
General Superintendent—J. M. Whitman, Clinton, Iowa.
Assistant Treasurer—J. M. Whitman, Clinton, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Marvin Hughitt, Chicago, Illinois.
Albert Keep, Chicago, Illinois.
J. D. Layng, Chicago, Illinois.
M. M. Kirkman, Chicago, Illinois.
B. C. Cook, Chicago, Illinois.
Chas. E. Simmons, Chicago, Illinois.
J. B. Redfield, Chicago, Illinois.

Date of annual meeting of stockholders, third Thursday in May.
Fiscal year of company ends.
General offices of the company are located at Des Moines, Iowa.

NOTE.—The operation of this company's road is included in the report made by the C. & N. W. R'y Co., operating the road under lease.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

Albert Keep, Vice-President, and J. B. Redfield, Secretary of the Des Moines & Minneapolis Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed) ALBERT KEEP.
[L. S. OF R. R.] J. B. REDFIELD.

Subscribed and sworn to before me, this 31st day of August, A. D. 1882.
[L. S.] A. W. HARD,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 1st day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

MAPLE RIVER RAILROAD COMPANY.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association....	$ 1,000,000.00	
Amount issued, number of shares, 6,580; amount paid in		658,000.00
Amount of common stock issued.....		658,000.00
Capital stock now outstanding...		592,200.00
Total amount paid in as per books of the company.....		$ 658,000.00

Amount of stock per mile of road.....	$ 8,122.34
Amount of stock representing the road in Iowa.	592,200.00
Amount of stock held in Iowa.....	158,600.00
Total number of stockholders.....	136
Number of stockholders in Iowa.....	7

DEBT.

Funded debt as follows:

First mortgage bonds due July 1, 1897; rate of interest, seven per cent.....	$ 444,500.00
Interest paid on same during the year.....	
First mortgage bonds due October 1, 1899; rate of interest, six per cent.....	77,000,00
Interest paid on same during the year.....	
Total amount of funded debt.....	$ 521,500 00
Total amount of floating debt.....	82,320.39
Total amount of debt liabilities.....	$ 603,820.39

Amount of debt per mile of road	$ 8,281.72
Total amount of stock and debt.....	1,196,020.39
Amount of stock and debt per mile of road.....	16,404.06

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES.

Total expended for construction of completed road		$ 1,121,537.31
Total advanced account of uncompleted road		43,814.86
Total		$ 1,165,352.17
Average cost of construction of completed road, per mile of road (72.91 miles.)	$ 15,382.48	
Proportion of cost of construction for Iowa	1,165,352.17	

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Amount advanced on account of extension of Sac City branch	$ 43,814.86
Total expenditures charged to property accounts	$ 43,814.86

GENERAL EXHIBIT.

Total income	$ 91,590.76
Total expenses, including taxes	831.75
Net income	90,759.01
Interest accruing during the year	38,906.09
Interest paid during the year	
Interest on funded debt	35,735.00
Interest paid on funded debt	
Interest on floating debt	3,171.09
Interest paid on floating debt	
Dividends declared (4 per cent)	23,688.00
Balance for the year, surplus	28,164.92
Balance at the commencement of the year, surplus	84,618.76
Balance at the close of the year, June 30, 1882, surplus	112,783.68
Total income from all sources for the year	$ 91,590.76

ANALYSIS OF INCOME.

Rental for use of road		$ 53,460.92
From other roads for business furnished		95,924.84
From interest		7,588.40
From donations in aid of construction		1,016.60
Total income from all sources		$ 91,590.76
Proportion of income for Iowa	$ 91,590.76	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 4—GENERAL EXPENSES.

Salaries of general officers	$	512.50
General expenses		237.25
Stationery and printing		82.00
Total	$	831.75

GENERAL RECAPITULATION.

Total income	$	91,590.76
Total expenses and taxes		831.75
Net income above expenses and taxes	$	90,759.01
Net income above expenses, taxes, and interest		51,852.92
Percentage of net income to stock and debt	7.59	
Percentage of net income to cost of road	7.79	

SURPLUS.

Surplus at the commencement of the year	$	84,618.76
Surplus at the close of the year		112,783.68
Amount in hands of treasurer and assistant treasurer		18,156.71
The amount of its own bonds owned by the company		119,000.00
Amount absorbed in construction		51,652.17
Amount in balances from other roads and bills receivable		6,295.19
Total	$	195,104.07
Deduct unfunded indebtedness		82,320.39
Total	$	112,783.68

GENERAL BALANCE SHEET. AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Construction	$	1,165,352.17
Bonds of this company		119,000.00
Cash		18,156.71
Bills receivable		300.00
Due from companies		5,995.19
Total	$	1,308,804.07

CREDIT.

Capital stock	$	592,200.00
Funded debt		521,500.00
Floating debt—		
Interest unpaid		52.50
Bills payable		46,000.00
Vouchers and accounts		36,267.89
Profit and loss, balance		112,783.68
Total	$	1,308,804.07

DESCRIPTION OF ROAD.

Length main line of road from Maple River Junction to Mapleton, Iowa	60.15
Length main line of road in Iowa	60.15
Branches owned by this company:	
Sac City Branch (single track)	12.76
Wall Lake to Sac City.	
Total length of branches owned by this company in Iowa	12.76
Total length of road belonging to this company	72.91
Total length of iron rails in tracks in Iowa, exclusive of sidings	72.91

Weights per yard, iron, 56 pounds.
Gauge of track, 4 feet 8½ inches.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Horace Williams, Cedar Rapids, Iowa.
Vice-President—Fred. L. Ames, Boston, Massachusetts.
Secretary—Henry V. Ferguson, Cedar Rapids, Iowa.
Treasurer—David P. Kimball, Boston, Massachusetts.
Assistant Treasurer—J. Van Deventer, Cedar Rapids, Iowa.
Auditor—Henry V. Ferguson, Cedar Rapids, Iowa.
Register of Stock—David P. Kimball, Boston, Massachusetts.
Attorneys—E. S. Bailey, Clinton, Iowa, N. D. Parkhurst, Cedar Rapids, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Fred. L. Ames, North Easton, Massachusetts.
John I. Blair, Blairstown, New Jersey.
J. Van Deventer, Clinton, Iowa.
William T. Glidden, Boston, Massachusetts.
David P. Kimball, Boston, Massachusetts.
Charles E. Vail, Blairstown, New Jersey.
Horace Williams, Clinton, Iowa.

Date of annual meeting of stockholders, third Wednesday in May.
Fiscal year of company ends March 31st.
General offices of the company located at Cedar Rapids, Iowa.

STATE OF IOWA, }
COUNTY OF LINN. } ss.

Henry V. Ferguson, Secretary of the Maple River Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) HENRY V. FERGUSON.

[R. R. SEAL.]

Subscribed and sworn to before me, this 8th day of Setember, A. D. 1882.

CHAS. H. CLARK,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1882.

E. G. MORGAN,
Secretary Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO, ROCK ISLAND & PACIFIC

RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association...	$ 50,000,000.00	
Amount authorized by vote of the company....	41,960,000.00	
Amount issued, number of shares, 419,600; amount paid in...		$ 41,960,000.00
Amount of common stock issued.....		41,960,000.00
Total amount paid in as per books of the company		41,960,000.00

Amount of stock per mile of road	$ 37,182.10	
Amount of stock representing the road in Iowa.	28,184,031.80	
Amount of stock held in Iowa	153,200.00	
Total number of stockholders.....	2,143	
Number of stockholders in Iowa.....	20	

DEBT.

Funded debt as follows:		
*First mortgage bonds due 1917, rate of interest 6 per cent.		$ 12,500,000.00
Interest paid on same during the year	$ 600,000.00	
C. & S. W. bonds due 1899, rate of interest 7 per cent		5,000,000.00
Interest paid on same during the year..	$ 350,000.00	
Total amount of funded debt.....		$ 17,500,000.00

Contingent liability as guarantor of bonds or debts of other roads. None.

NOTE.—This company leases the Keokuk & Des Moines Railroad, paying as rental a percentage of gross earnings, and guarantees that the rental shall amount to a sum equal to 5 per cent on $2,750,000.00 bonded indebtedness.

Total amount of debt liabilities.....		$ 17,500,000.00
Amount of debt per mile of road.....	$ 15,507.31	
Total amount of stock and debt.....	59,460,000.00	
Amount of stock and debt per mile of road.....	52,689.41	

*$2,500,000.00 in company's treasury.

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY.)

Construction of road and branches		$ 50,404,108.83
Total expended for construction		$ 50,404,108.83
Average cost of construction per mile of road (1,117.19 miles)	$ 45,116.86	
Proportion of cost of construction for Iowa. No data.		
Total for equipment		$ 7,015,777.08
Average cost of equipment per mile of road operated by company (1,380.42 miles..)	$ 5,082.35	
Total cost of road and equipment		$ 57,419,885.91
Average cost of road and equipment per mile owned (1,117.19 miles)	$ 51,396.70	
Proportion of cost of road and equipment for Iowa (estimated by Commissioners)	39,030,653.98	

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading and masonry	$ 42,584.28
Bridging	44,866.02
Superstructure, including rails	75,143.23
Land, land damages, and fences	24,218.52
Passenger and freight stations, coal sheds, and water stations.	82,343.17
Engine houses, car sheds, turntables, machine shops, including machinery and tools	11,626.16
Engineering, agencies, salaries, and other expenses during construction	8,979.87
Reducing grade and ballasting track	57,618.32
Construction—branch roads	116,924.75
New grain elevator, Chicago	161,075.45
Double track extension	330,183.73
Total for construction	$ 955,563.50

EQUIPMENT.

Locomotives, number	17	$ 313,493.63
Passenger, mail, baggage, and express cars	26	
Parlor, dining, and sleeping cars	3	
Freight and other cars	294	
Total for equipment		313,493.63
Total expenditures charged to property account		$ 1,269,057.13

Amount the capital has been increased by stock or other dividends that is not represented by actual increase of property—dividing surplus or any other increase. No addition.

Net addition to property account for the year ..... $ 1,269,057.13

GENERAL EXHIBIT.

Total earnings		$ 12,932,682.45
Total expenses including taxes		7,608,303.70
Net earnings		5,324,378.75
Rentals, specifying amount paid to each company:		
Peoria & Bureau Valley Railroad Company	$ 125,000.00	
Keokuk & Des Moines	165,025.26	
Hannibal & St. Joseph	37,568.28	
Missouri River bridge tolls	125,317.12	452,910.66
Interest accruing during the year		950,000.00
Interest paid during the year		950,000.00
Interest on funded debt		950,000.00
Interest paid on funded debt		950,000.00
Dividends declared (7 per cent)		2,937,186.00
Balance for the year		984,282.09
Balance at commencement of the year		9,521.67
Balance at the close of the year, June 30, 1882		993,803.76
Income from other sources than earnings, land sales		670,000.00
Total income from all sources for the year		$ 13,602,682.45

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 1,986,218.36	
From through passengers	947,478.64	
From all passengers		$ 2,933,697.00
From express and baggage		165,018.75
From mails		218,823.98
From other sources, passenger department		110,741.99
Total earnings, passenger department		$ 3,428,281.72
Earnings per train mile run (2,108,263 miles)	$ 1.62	
Earnings, freight:		
From local	$ 4,979,863.68	
From through	4,148,477.96	
Total earnings, freight department		9,128,341.64
Earnings per train mile run (5,295,925 miles)	$1.72	
Total transportation earnings		$ 12,556,623.36
Earnings per train mile run, from all trains earning revenue (7,404,188 miles)	$1.69	
Earnings per mile of road operated (1,380.42 miles)	$ 9,096.23	
Proportion of transportation earnings for Iowa		7,533,974.02
Rents received for use of road, stations, etc		147,750.89
Car mileage (credit balances)		101,021.67
Income from all other sources:		
Exchange, interest, and discount	$ 114,214.97	
Telegraph earnings	13,071.56	
		127,286.53
Total income from all sources		$ 12,832,682.45
Proportion of income for Iowa	$ 7,759,609.47	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track		$ 970,041.71
Renewal of rails		325,533.48
No. tons laid, steel, 11,449 tons.		
No. tons laid, iron, none.		
Renewal of ties		252,166.75
No. laid, 692,766.		
Repairs of bridges, including culverts and cattle-guards		253,230.14
Repairs of fences, road-crossings, and signs		51,880.64
Repairs of buildings, stations, and water-tanks		254,233.13
Total		$ 2,107,085.85

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives		$ 397,013.45
Repairs of passenger cars		108,268.18
Repairs of freight cars		602,929.72
Total		$ 1,108,211.35

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives		$ 693,418.08
Water supply		61,263.78
Oil and waste		53,275.81
Locomotive service		647,735.58
Passenger train service		127,100.33
Passenger train supplies		22,417.59
Mileage of passenger cars (debit balance)		4,106.67
Dining car expenses		80,677.34
Freight train service		289,230.02
Freight train supplies		41,616.67
Mileage of freight cars (debit balance)		168,182.04
Telegraph expenses (maintenance and operating)		117,916.20
Damage and loss of freight and baggage		9,392.15
Damage to property and cattle		41,815.80
Personal injuries		62,681.54
Agents and station service		848,243.17
Station supplies		91,314.49
Total		$ 3,410,387.26

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 186,452.65
Legal expenses		38,969.62
Stationery and printing		58,867.09
Outside agencies and advertising		275,225.86
Contingencies		91,251.11
Taxes in Iowa	$ 162,629.16	
Taxes in other States	169,223.75	
Total taxes		331,852.91
Total		$ 982,619.24

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 2,107,085.85
Maintenance of motive power and cars	1,108,211.35
Conducting transportation	3,410,387.26
General expenses, including taxes	982,619.24
Total operating expenses and taxes	$ 7,608,303.70
Operating expenses and taxes per mile of road	$ 5,511.27
Operating expenses and taxes per train mile run, for trains earning revenue (7,404,188 miles)	1.02
Proportion of operating expenses and taxes for Iowa	4,528,499.63
Expenses of running and management of passenger trains	920,804.56
Expenses of running and management of passenger trains, per train mile, cents	43.7
Expenses of running and management of freight trains	2,489,582.70
Expenses of running and management of freight trains, per train mile, cents	47
Expenses of running and management of all trains earning revenue	3,410,387.26
Percentage of expenses to income	58.8

GENERAL RECAPITULATION.

Total income	$ 12,932,682.45
Total operating expenses and taxes	7,608,303.70
Net income above operating expenses and taxes	5,324,378.75
Net income above operating expenses, taxes, interest, and rental	3,921,468.09
Gross income per train mile run (9,900,584 miles)	$ 1.31
Net income per train mile run (9,900,584 miles)	.40
Percentage of net income to stock and debt	6.6
Percentage of net income to cost of road and equipment	6.9

Are charges for transportation of company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year	$ 9,521.67
Surplus at the close of the year, including receipts for land	1,663,803.76
The amount invested in railroad stocks and bonds	2,542,497.97
The amount of its own stock or bonds owned by the company	2,500,000.00
Amount absorbed in construction and equipment	1,269,057.13
Apparent surplus	$ 394,746.63

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, MARCH 31, 1882.

DEBIT.

Cost of road and equipment, including all branch roads owned by this company	$ 56,871,850.90
Cost of railroad bridge at Rock Island	758,526.10
Capital stock and bonds of connecting roads	2,542,497.97
Six per cent Chicago, Rock Island & Pacific Railroad bonds	2,500,000.00
Loans payable on demand and cash in New York	1,156,838.40
Due from Post-office Department	49,998.00
Stock of material, fuel, etc., on hand	212,498.00
Cash and balances due from other roads in the hands of local treasurer, Chicago	166,788.08
Total	$ 64,258,998.26

CREDIT.

Capital stock fixed, $ 50,000,000.00: amount issued		$ 41,959,800.00
Fractional scrip outstanding, convertible into stock		200.00
Six per cent mortgage coupon bonds	$ 7,270,000.00	
Six per cent mortgage registered bonds	5,230,000.00	
		12,500,000.00
Chicago & Southwestern bonds, guaranteed		5,000,000.00
Addition and improvement account		4,500,000.00
Suspense account		8,913.37
Profit balance of income account		290,084.89
Total		$ 64,258,998.26

DESCRIPTION OF ROAD.

Length main line of road from Chicago to Council Bluffs, Iowa, miles	500.45
Length main line of road in Iowa, miles	318.25
Length main line of road in Illinois, miles	182.20
Length of double track on main line	125
Same in Iowa	4
Branches owned by this company:	
South Englewood to South Chicago	7.51
Wilton to Knoxville	128.18
Washington to Leavenworth	272.38
Atlantic to Audubon	24.54
Des Moines to Indianola and Winterset	48.24
Avoca to Harlan	11.84
Newton to Monroe	17
Atlantic to Griswold	14.71
Mt. Zion to Keosauqua	4.50
Menlo to Guthrie Center	14.58
Avoca to Carson	17.61
Atchison Junction to Winthrop	29.08
Davenport to Muscatine	20.57
Total length of branches owned by this company, miles	616.44
Total length of branches owned by this company in Iowa	437.15
Total length of branches owned by this company in Illinois	7.51
Total length of branches owned by this company in Missouri	170.08
Total length of branches owned by this company in Kansas	2
Total length of road belonging to this company	1,117.19
Aggregate length of sidings and other tracks not above enumerated, miles	251.92
Same in Iowa	139.42
Aggregate length of track, computed as single track, exclusive of sidings	1,242.19
Same in Iowa	759.40
Total length of steel rails in tracks in Iowa, exclusive of sidings (including leased lines)	592.00
Total length of iron rails in tracks in Iowa, exclusive of sidings (including leased lines,) miles	825.60
Weights per yard, steel, 60 pounds.	
Weights per yard, iron, 56 to 60 pounds.	
Gauge of track	4 feet 8½ in.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description, and length of each:	
Bureau, Ill., to Peoria, Ill., miles	46.72
Des Moines, Iowa, to Keokuk, Iowa	162.20
Cameron, Mo., to Kansas City, Mo. (lease of right to run trains over H. & St. Jo. Railroad)	54.31
Total length of above roads	263.23
Total length of above roads in Iowa	162.20
Total length of above roads in Illinois	46.72
Total length of above roads in Missouri	54.31
If any part of the road was first opened for operation during the past year, state the date. Davenport to Muscatine, November 6, 1881.	
Total miles of road operated by this company	1,380.42
Total miles road operated by this company in Iowa	917.60

STATIONS.

Number of stations on all roads owned by this company	186
Same in Iowa	113
Number of stations on all roads operated by this company	222
Same in Iowa	143
Number of telegraph offices in stations in Iowa	83

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	8,627
Same in Iowa	5,176
Amount paid employes, including officials, on all roads operated by this company (per month), average	$ 340,717.36
Same in Iowa (per month), average	204,430.42

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	34	5,011
Combination bridges over 100 feet in length	19	2,765
Iron bridges over 100 feet in length	47	5,524
Wooden truss bridges under 100 feet in length	118	7,045
Combination bridges under 100 feet in length	3	205
Iron bridges under 100 feet in length	14	1,257
Wooden trestle and pile	1,650	107,325
Iron trestle	5	984

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 20 feet opening or more	28	532
Less than 20 feet opening	144	1,217

BOX CULVERTS IN IOWA.

Timber	235	940
Stone	107	428

CATTLE-GUARDS.

Number of in Iowa	1,083	11,781

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)		1,372,821
Amount of trestle work replaced with earth during the year (lineal feet)		516
Timber culverts replaced with stone	2	12
Timber culverts replaced with sewer pipe	16	38
Timber culverts replaced with timber	15	60

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length, feet and inches.
Fillmore Street, Davenport	Double track girder.	Iron	Aug., 1881	37, 10
Telegraph R'd, Davenport	Double track girder.	Iron	Aug., 1881	47
Maiden Lane, Iowa City	Double track girder.	Iron	Aug., 1881	48
Capital Street, Iowa City	Single track girder.	Iron	Oct., 1881	74
Iowa River, Iowa City	Single iron span	Two spans iron		309
Iowa River, Iowa City	Single iron span	One span iron		152
Iowa River, Iowa City	Iron trestle	Panels, 30 ft., 8 in.		276
Iowa River, Iowa City	Iron trestle	Panels, 27 ft., 9 in.		138, 9
397 Middle River, Casey	Iron span, single track		Feb., 1882	110
400 Middle River, Casey	Iron span, single track		Feb., 1882	110
442 Nishnabotna River, Atlantic	Single track	Iron span	Feb., 1882	110
Total (all on masonry)				1,412, 9

Give the average number of years the trestle and pile bridges last on your road in Iowa	9¼
Give the average number of years that wooden truss bridges last on your road in Iowa	9½

ROAD-BED AND TRACK.

Number of track sections in Iowa	161
Average length of sections, miles	5.73
Average number of men in each section gang	6
Number of new ties laid in track during the year in Iowa	345,526
Average number of new ties per mile of road	308.9
New rails laid in track during the year in Iowa—steel 8,168 tons, miles	84½
Total track laid with new rails during the year in Iowa, miles	84½
What is the average number of years that iron rails last in your track on main line in Iowa	7
What is the average number of years that iron rails last in your track on branches in Iowa	8
What is the average number of years that steel rails last in your track on main line in Iowa	12½
What is the average number of years that ties last in your track in Iowa	7

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Burlington, Cedar Rapids & Northern R. R., at West Liberty.
Burlington, Cedar Rapids & Northern R. R., at Columbus Junction.
Wabash, St. Louis & Pacific R. R., at Des Moines (two times).
Wabash, St. Louis & Pacific R. R., at Harvey.
Wabash, St. Louis & Pacific R. R., at Belknap.
Wabash, St. Louis & Pacific R. R., at Centerville.
Wabash, St. Louis & Pacific R. R., at Council Bluffs.
Des Moines, Osceola & Southern R. R., at Lothrop.
Chicago, Milwaukee & St. Paul R. R., at Neola.
Chicago, Milwaukee & St. Paul R. R., at Council Bluffs.
Chicago & Northwestern R. R., at Council Bluffs.
St. Louis, Keokuk & Northwestern R. R., at Keokuk.
Central Iowa R. R., at Grinnell and Givin.
Des Moines & Fort Dodge R. R., at Des Moines.
Des Moines & Fort Dodge R. R., at Valley Junction.
Chicago, Burlington & Quincy R. R., at Des Moines.
Chicago, Burlington & Quincy R. R., at Indianola.
Chicago, Burlington & Quincy R. R., at Fairfield.
Chicago, Burlington & Quincy R. R., at Council Bluffs.
Chicago, Burlington & Quincy R'y, at Ottumwa.
Keokuk & Des Moines (Branch) R. R., at Eldon.
Keokuk & Des Moines (Branch) R. R., at Knoxville Junction.
Chicago, Burlington & Kansas City R. R., at Farmington.

What railroads cross your road, either over or under, and at what locality?

Central Iowa R. R., at Oskaloosa.
Chicago, Milwaukee & St. Paul R. R., at Davenport.
Burlington & Northwestern R. R., at Brighton.
Burlington, Cedar Rapids & Northern R. R., at Iowa City.

Number of highway crossings at grade	922
Number of highway crossings at which there are flagmen	19
Number of highway crossings over railroad	24
Number of highway crossings under railroad	29
Number of highway bridges 18 feet above track	24
Number of highway bridges less than 18 feet above track	1

FENCING IN IOWA.

How many miles of fencing have you on your road, miles	1,339.75
What is the average cost per rod. No data.	
How many miles of new fencing have been built during the year (renewed)	81½
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Mahaska county, miles	14.30
In Marion county	27.25
In Lee county	.80
In Van Buren county	8.60
In Wapello county	5.50
In Jasper county	20.05
In Polk county	17.10
Total miles	93.60

ROLLING STOCK.

	LEASED.	OWNED.	TOTAL.
Number of locomotives	18	289	307
Number of passenger cars	11	111	122
Number of baggage, mail, and express cars	6	41	47
Number of parlor and sleeping cars (3 Horton chair cars, 17 sleeping cars, in 15 of which we own half interest)	2	18	20
Number of dining cars		6	6
Officers' car, 1; pay car, 1		2	2
Number of box freight cars	218	4,236	4,454
Number of stock cars	98	985	1,083
Number of platform and coal cars	131	1,694	1,825
Number of other cars, including caboose	84	739	823
Total			8,382

Maximum weight of locomotives and tenders, tons	67
Average weight of locomotives and tenders	47
Number of locomotives equipped with train brake	61
Kind of brake, automatic air brake.	
Maximum weight of passenger cars, tons	23
Maximum weight of sleeping cars	32
Average weight of passenger cars	19
Number of cars equipped with train brake	185
Kind of brake, automatic air brake.	
Number of passenger cars equipped with Miller platform and buffer	185
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine 36 tons	240

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	2,108,263
Miles run by freight trains during the year	5,295,925
Miles run by switching trains during the year	1,709,276
Miles run by other trains during the year	787,120
Total train mileage	9,900,584

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	6
Average weight of passenger trains, exclusive of passengers, tons	160
Average number of cars in freight trains	21
Average weight of freight trains, exclusive of freight, tons	220

PASSENGER TRAFFIC.

Number of through passengers carried	147,149
Number of local passengers carried	1,872,233
Number of special ticket passengers carried	709,488
Total number of passengers carried	2,728,870
Total passenger mileage, or passengers carried one mile	124,651,878
Average distance traveled by each passenger, miles	45.68
Average amount received from each passenger	$ 1.12.2
Highest rate of fare per mile for any distance, cents	4
Lowest rate of fare per mile for any distance, cents	2
Average rate of fare per mile for all passengers, cents	2.46

FREIGHT TRAFFIC.

Number of tons of through freight carried	1,332,689
Number of tons of local freight carried	1,997,091
Total tons of freight carried	3,329,780
Total mileage of through freight, tons carried one mile	364,461,838
Total mileage of local freight, tons carried one mile	367,898,218
Total freight mileage, or tons carried one mile	732,360,056
Average rate per ton per mile received for through freight, cts.	1.13
Average rate per ton per mile received for local freight, cts.	1.35
Average rate per ton per mile received for all freight, cts.	1.24
Average rate per ton per mile received from freight to and from other roads, cents	1.02
Percentage of freight originating at, and carried to stations in Iowa, to total freight carried in Iowa. (This should not include fuel or any material for the use of the road)	14.92

CAR MILEAGE.

Number of miles run by loaded freight cars east	36,778,951
Number of miles run by loaded freight cars west	40,028,064
Number of miles run by empty freight cars east	11,925,477
Number of miles run by empty freight cars west	9,248,409
Percentage of empty freight cars hauled east to all freight cars hauled east	24.48
Percentage of empty freight cars hauled west to all freight cars hauled west	18.77

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	22 to 25
Rate of speed of freight trains, including stops, miles per hour	10 to 15

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	755,399	22.98
Flour	54,700	1.64
Provisions (beef, pork, lard, etc.)	29,309	.88
Animals	296,987	8.93
Other agricultural products	42,039	1.26
Lumber and forest products	428,787	12.87
Coal	390,203	11.42
Plaster, lime, and cement	51,063	1.53
Salt	32,965	.99
Petroleum and oil	24,725	.75
Iron, steel; and castings	33,342	1.00
Stone and brick	125,227	3.76
Manufactures—articles shipped from point of production	37,360	1.12
Merchandise, and other articles not enumerated above	1,027,674	30.87
Total tons carried	3,329,780	100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	590,991	23.27
Flour	43,708	1.74
Provisions (beef, pork, lard, etc)	21,348	.84
Animals	227,452	8.95
Other agricultural products	33,054	1.30
Lumber and forest products	327,950	12.92
Coal	295,530	11.63
Plaster, lime, and cement	37,935	1.49
Salt	24,335	.95
Petroleum	18,753	.73
Iron, steel, and castings	25,423	1.00
Stone and brick	95,585	3.78
Manufactures—articles shipped from point of production	13,487	.55
Merchandise, and other articles not enumerated above	783,406	30.85
Total tons carried	2,538,957	100

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE AT DAVENPORT, IOWA, FOR THE YEAR ENDING JUNE, 30, 1882.

West bound, number of tons	960,437
East bound, number of tons	937,383
Total tons	1,897,820

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? United States Express Company do the usual express business, loading and unloading their own freight in the cars furnished by the railway company, and paying a rate equal to double first-class freight rates.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? Cars of all "Color Lines" (so called) are run on this road, but have no preference in speed or rates over freight in this company's cars. No contracts.

SLEEPING CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Sleeping cars are run by Pullman Palace Car Company; rates, $2 per double berth. Dining cars are run by railway company; rates, seventy-five cents per meal.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. The Pullman Palace Car Company have purchased half interest in the sleeping cars formerly owned by this company, and the net earnings, after paying current expenses are divided equally between the Pullman and railway companies.

U. S. MAIL IN IOWA.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service? Total compensation last year for entire road, $203,344.23. No contract.

What amount have you paid for receiving and delivering mail to and from stations on your road? $2,522.36 per annum.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Company 1,381 miles.

LANDS—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from the congressional grants	550,193.51
State the number of acres yet to inure to your company from congressional grants. Uncertain, but small.	
State the average price at which these lands have been sold or contracted by the company. About $8.25 per acre.	
State the number of acres sold	502,406.86
State the amount received from sales	$ 2,733,080.59
State the amount unpaid on outstanding contracts	1,590,955.00
State the gross amount received from sales, contracts, forfeited contracts, etc., up to June 30, 1882	3,404,022.88
State the amount expended in sale and management of lands	230,161.49
State the amount of taxes paid on lands	576,552.78
State the amount realized from the sale of lands above the expenses incurred in the management and taxes	2,597,308.61

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1882.

KILLED.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.				
July	8	D. Kelley, citizen	Nobleton	Drunk on track.
July	15	Jas. Boys, citizen	Ottumwa	Walking on track; deaf and dumb.
August	19	W. Condon, brakeman	Clio	Stepped between two moving cars.
August	22	F. Fulton, passenger	Brooklyn	Pushed from flat car by a fellow passenger.
September	7	Jas. Kane, citizen	Des Moines	Walking on track; signalled to get off.
September	14	D. Linn, passenger	Muscatine	Getting off moving train.
September	19	H. Watts, watchman	Booneville	Crossing bridge ahead of train.
September	28	J. Galland, car repairer	Iowa City	Repairing car on track, and failed to place a proper signal.
September	29	Jas. Mahan, citizen	Iowa City	Boarding a moving train.
October	11	C. Birchard, brakeman	Atlantic	Coupling; foot caught in frog.
November	11	M. Duffy, section man	Anita	Collision of hand-car and train.
November	28	Wm. Cross, citizen	Pella	Drunk; walking on track.
December	7	N. Lune, section man	Brighton	Fell from hand-car.
December	10	Chas Taylor, brakeman	Casey	Fell from platform of coach.
December	20	John Moran, citizen	Marengo	Boy; playing on moving car.
December	20	John H. Guy, brakeman	Mt. Zion	Slipped from top of freight car while in motion.
December	27	Wm. Rumsey, brakeman	Grinnell	Fell from top of moving train.
1882.				
January	12	Wm. Murphy, citizen	Atalissa	Stealing a ride on moving train.
January	23	A. Kinger, citizen	Victor	Stealing a ride on moving train.
March	1	Wm. Mannagh, citizen	Tiffin	Drunk; walking on track.
March	17	J. W. Smiley, citizen	Des Moines	Stealing a ride on moving train.
March	21	Wm. Edwards, laborer	Delta	Quarrying rock; did not get out of way when warned.
March	23	W. J. Phillips, brakeman	Council Bluffs	Coupling cars; accidental.
March	25	C. Yerson, citizen	Moscow	Asleep on the track.
April	1	D. Sullivan, citizen	Oxford	Asleep on the track; drunk.
April	6	J. Berry, laborer	Brighton	Supposed to have fallen from a train.
April	19	C. C. Cook, laborer	Des Moines	Crossing track ahead of train.
May	1	Jas. Orr, citizen	Fairfield	Suicide.
May	9	—— O'Reilly, tramp	Davenport	Boarding a moving train.
May	11	—— Downs, lunatic	Glen Park	Run over by train; facing it.
May	15	M. Carney, citizen	Ottumwa	Walking on track.
May	20	J. C. McClusky, brakeman	Van Meter	Fell from platform of baggage car.
May	23	Jas. Kuntz, brakeman	Iowa City	Fell from bridge.

May	31	M. Huffman, laborer	Council Bluffs	Jumped from moving hand-car.
June	17	M. W. Delgran, conductor	Grinnell	Train wrecked by cyclone.
June	17	W. H. Fry, brakeman	Grinnell	Train wrecked by cyclone.

INJURED.

1881.				
July	17	O. Jones, citizen	Moscow	Boarding moving train; loss of right leg; carelessness.
July	31	O. Dezatell, citizen	Eldon	Boarding moving engine; loss of left foot; carelessness.
August	26	D. Patterson, laborer	Eldon	Fell from moving construction train; left leg broken; accidental.
October	10	F. Seller, citizen	Weston	Boarding moving train; lost left arm; carelessness.
November	1	H. Lafrantz, citizen	West Liberty	Crossing track ahead of engine; right leg broken; carelessness.
1882.				
March	16	P. Preston, brakeman	Avoca	Coupling car; loss of right hand; accidental.
April	22	A. Oaks, engineman	Adair	Boarding moving engine; loss of right leg; carelessness.
June	9	B. J. Foley, car repairer	Des Moines	At work under a car which was suddenly moved; loss of left leg; accidental.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Derailments	....	2	....	....	....	....
Collisions	....	1	....	....	....	....
Caught in frogs	....	1	....	....	....	....
Coupling cars	....	1	..	....	1	....
Falling from trains	1	6	....	....	1	....
Getting on and off trains	1	1	2	....	1	3
Highway crossings	..	1	....	....	....	1
Miscellaneous	....	5	....	....	1	....
Overhead obstructions	....	....	....	....	..	....
Stealing rides	....	....	4	....	....	....
Trespassers on track	....	....	10	....	....	....
Total	2	18	16	....	4	4

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	36
Number of persons injured during the year	8
Number of casualities purely accidental during the entire year	13
Number resulting from lack of caution, carelessness, or misconduct	23
Number of persons killed while intoxicated	4
Number of trespassers on track killed or injured	10
Number of tramps or others stealing rides killed or injured	6
Suicides in Iowa	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Hugh Riddle, Chicago.
Vice-Presidents— David Dows, New York. Ransom R. Cable, Chicago.
Secretary and Treasurer—F. H. Tows, New York.
Local Treasurer—W. G. Purdy, Chicago.
General Manager—R. R. Cable, Chicago.
General Superintendent—A. Kimball, Davenport, Iowa.
Division Superintendents— R. H. Chamberlain, Chicago. H. F. Royce, Des Moines, Iowa. G. F. Walker, Trenton, Missouri. John Givin, Keokuk, Iowa.
Freight Traffic Manager—J. T. Sanford, Chicago.
Superintendent of Telegraph—A. R. Swift, Chicago.
Auditor—C. F. Jilson, Chicago.
General Ticket and Passenger Agent—E. St. John, Chicago.
General Freight Agent—W. M. Sage, Chicago.
Attorney—T. F. Withrow, Chicago.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

David Dows, New York.
Francis H. Tows, New York.
A. G. Dulman, New York.
Jas. R. Cowing, New York.
Sidney Dillon, New York.
Jay Gould, New York.
R. P. Flower, New York.
Benj. Brewster, New York.
H. R. Bishop, New York.
Hugh Riddle, Chicago.
H. H. Porter, Chicago.
R. R. Cable, Rock Island, Illinois.
Geo. G. Wright, Des Moines, Iowa.

Date of annual meeting of stockholders, first Wednesday in June.
Fiscal year of company ends, March 31st.
General offices of the company are located at Chicago.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

Hugh Riddle, President, and W. G. Purdy, of the Chicago, Rock Island & Pacific Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed) HUGH RIDDLE.
W. G. PURDY.

Subscribed and sworn to before me, this 19th day of September, A. D. 1882.

JAMES C. HUTCHINS,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 20th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA

RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association ..	$ 50,000,000.00	
Amount issued, number of shares.....amount paid in....		
Amount of common stock issued.....		18,573,233.33
Amount of preferred stock issued, and conditions of preferment, 7 per cent.....		10,759,933.33
Total amount paid in as per books of the company		$ 29,333,166.66

Amount of stock per mile of road owned.....	$ 29,275.49
Amount of stock representing the road in Iowa.	2,250,114.46
Amount of stock held in Iowa	None.
Total number of stockholders, common.....	576
Total number of stockholders, preferred	693
Number of stockholders in Iowa. None.	

DEBT.

Funded debt as follows:

First mortgage bonds, C., St. P. & M. R'y, due May 1, 1918, rate of interest, 6 per cent		$ 3,000,000.00
Interest paid on same during the year	$ 180,150.00	
First mortgage bonds, North Wisconsin R'y, due January 1, 1930, rate of interest, 6 per cent		800,000.00
Interest paid on same during the year	$ 48,060.00	
First mortgage bonds, H. & Riv. F. R. R., due July 1, 1908, rate of interest, 8 per cent		125,000.00
Interest paid on same during the year	$ 14,760.00	
First mortgage bonds, St. P. & S. C. R. R., due April 1, 1919, rate of interest, 6 per cent		6,080,000.00
Interest paid on same during the year	$ 362,430.00	
First mortgage bonds, St. P., S. & T. F. R. R., due January 1, 1908, rate of interest, 7 per cent		334,800.00
Interest paid during the year	$ 22,704.50	
Consolidated mortgage bonds and scrip, C., St. P., M. & O. R'y, due June 1, 1930, rate of interest 6 per cent		9,088,562.50
Interest paid during the year	$ 482,550.00	
St. Paul depot grounds bonds, St. P., S. & T. F. R. R. due October, 1903, rate of interest, 10 per cent		30,000.00
Land grant and income bonds, and scrip, C., St. P. & M. R'y, due May 1, 1898, rate of interest, 6 per cent		88,312.50
Total amount of funded debt		$ 19,546,675.00
Interest paid on same		1,110,654.50
Floating debt (see balance sheet.)		
Contingent liability as guarantor of bonds or debts of other roads:		
Bonds of Minneapolis Eastern Railway Co	$ 75,000.	
Total amount of debt liabilities		$ 19,546,675.00

Amount of debt per mile of road	$ 19,508.24
Total amount of stock and debt	48,879,841.66
Amount of stock and debt per mile of road	48,783.73

COST OF ROAD AND EQUIPMENT.

*Cost of road and equipment not kept separate.

Total cost of road and equipment	$ 44,051,512.99
Average cost of road and equipment per mile (1,001.97 miles)	$ 43,964.90
Proportion of cost of road and equipment for Iowa on basis of mileage (76.86 miles)	3,379,142.21
Average cost of road and equipment per mile in Iowa (76.86 miles)	43,964.90

* This company's line is formed by the consolidation and purchase of several distinct properties, the details of cost of which cannot be given separately.

PROPERTY ACCOUNTS.

CHARGES AND CREDITS DURING THE YEAR.

New passenger and freight stations, water tanks, and fuel sheds		$ 124,556.36
New shops, engine houses, and shop grounds		194,044.34
New track scales		3,167.82
New side tracks and yards		264,382.39
New bridges, culverts, cattle-guards, and crossings		122,151.73
New fences and stock yards		14,660.49
Right of way		8,266.06
New steel rails		235,716.51
New steamer at Missouri River transfer (balance of cost)		1,430.92
New telegraph		3,480.86
Miscellaneous construction and improvement		362,981.27
New lines and extension of old		3,409,124.68
Balance of cost of C., St. P. & M. R'y in consolidation		3,643,869.65
Total for construction		$ 8,387,833.08

EQUIPMENT.

Locomotives, number	20	$ 179,664.15
Passenger, mail, baggage, and express cars, number	13	79,927.06
Freight and other cars (balance of cost) number	1,116	294,110.41
Total for equipment		$ 553,701.62
Total expenditures charged to property accounts		$ 8,941,534.70
Net addition to property account for the year		$ 8,941,534.70

GENERAL EXHIBIT.

Total earnings		$ 4,567,952.55
Total expenses, including taxes		2,846,752.80
Net earnings		1,720,299.75
Rentals, specifying amount paid to each company:		
St. P., M. & M. R'y	$ 15,833.34	
Illinois Central R. R	12,000.00	
St. Paul Union Depot Co	822.10	
		28,655.44
Interest accruing during the year	$ 1,021,692.44	
Interest paid during the year, less received	887,559.29	
Interest on funded debt	1,021,692.44	
Interest received on balances	102,949.99	
		918,742.45
*Dividends declared (7 per cent)		925,451.25
Balance for the year		751,987.47
Interest falling due during the year and not paid		34,812.50
Balance at commencement of the year, deficit		97,489.74
Balance at the close of the year, June 30, 1882		654,497.73
Income from other sources than earnings, lands		900,730.38
Income from other sources than earnings, elevators		3,806.48
Total income from all sources for the year		$ 5,471,589.41

*Includes dividend declared prior to July, 1881, and not entered until July, and St. P. & S. C. dividend declared in 1880, not entered until September, 1882, amounting in all to $230,228.75.

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 700,300.23	
From through passengers	489,434.68	
From all passengers		$ 1,189,734.91
From express		66,855.53
From mails		67,116.63
From other sources, passenger department, including extra baggage		6,968.48
Total earnings, passenger department		$ 1,330,675.55
Earnings per train mile run (858,635 miles)	$1.54.97	
Earnings, freight:		
From local	$ 1,712,066.68	
From through	1,506,209.99	
From other sources, freight department	18,100.33	
Total earnings, freight department		3,236,377.00
Earnings per train mile run (2,029,097 miles)	$ 1.59.50	
Total transportation earnings		$ 4,567,052.55
Earnings per train mile run, from all trains earning revenue (2,887,732 miles)	$ 1.58.15	
Earnings per mile of road operated (average 1,004.82 miles)	4,545.14	
Proportion of earnings for Iowa	293,968.08	
Income from all other sources		904,536.86
Elevator earnings	$ 3,806.48	
Lands	900,730.38	
Total income from all sources		$ 5,471,589.41
Proportion of income for Iowa	$ 294,114.07	
Elevator earnings, Iowa	145.99	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 223,058 63
Renewal of ties	64,603.53
No laid, 237,890.	
Repairs of bridges, including culverts and cattle-guards	87,902.86
Repairs of fences, road-crossings, and signs	16,694.60
Repairs of buildings, stations, and water-tanks	37,204.35
Total	$ 429,463.97

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 203,095.13
Repairs of passenger cars	71,802.24
Repairs of freight cars	211,765.22
Total	$ 486,662.59

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives		$ 556,044.44
Water supply		19,388.51
Oil and waste, for cars		9,565.79
Locomotive service		262,029.04
Passenger train service		60,467.26
Passenger train supplies		12,004.25
Mileage of passenger cars (debit balance)		4,588.87
Freight train service		125,092.09
Freight train supplies		9,675.42
Mileage of freight cars (credit balance)	$ 1,966.12	
Telegraph expenses (maintenance and operating)		51,668.53
Damage and loss of freight and baggage		20,343.09
Damage to property and cattle		15,346.09
Damage and loss wrecking		12,124.16
Personal injuries		17,578.82
Agents and station service		295,844.29
Station supplies		35,043.54
Total		$ 1,504,838.07

Expenses of Missouri River transfer	$ 28,171.13

CLASS 4—GENERAL EXPENSES.

Salaries of general and division officers and their clerks		$ 131,733.83
Legal expenses		11,447.01
Insurance		9,174.76
Stationery and printing		31,742.76
Outside agencies and advertising		17,367.03
Contingencies, including New York office expenses		44,989.61
Taxes in Iowa, estimated	$ 7,740.38	
Taxes in other States	143,421.66	
Total taxes		151,162.04
Total		$ 397,617.04

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 429,463.97
Maintenance of motive power and cars	486,662.59
Conducting transportation	1,504,838.07
Expenses Missouri River transfer	28,171.13
General expenses, including taxes	397,617.04
Total operating expenses and taxes	$ 2,846,752.80

Operating expenses and taxes per mile of road	$ 2,833.10
Operating expenses and taxes per train mile run, for trains earning revenue (2,887,732 miles)	.98.58
Proportion of operating expenses and taxes for Iowa	285,746.46
Expenses of running and management of passenger trains	No record kept.
Expenses of running and management of passenger trains, per train mile	
Expenses of running and management of freight trains	
Expenses of running and management of freight trains, per train mile	
Expenses of running and management of all trains earning revenue	
Percentage of operating expenses and taxes to earnings	62.33

GENERAL RECAPITULATION.

Total income	$ 5,471,589.41
Total operating expenses and taxes	2,846,752.80
Net income above operating expenses and taxes	2,624,836.61
Net income above operating expenses, taxes, interest, and rental	1,677,438.72
Gross income per train mile run, all trains (2,887,732 miles)	1.89.48
Net income per train mile run, all trains (2,887,732 miles)	58.8
Percentage of net income to stock and debt	3.432
Percentage of net income to cost of road and equipment	3.808
Are charges for the transportation of the company's supplies included in the earnings as reported for your road? Company supplies for repairs are carried free. Construction material at 1 cent per ton per mile.	
If so, state at what rates; the number of tons carried; and the amount credited to earnings?	
1 cent per ton per mile for construction material earnings was	124,745.46
1 cent per mile for passengers employed in construction, earnings was	4,841.88

SURPLUS.

Deficit at the commencement of the year	$ 97,489.74
Surplus at the close of the year	654,497.73
Amount in material and balances from other roads, and cash and other cash assets	654,497.73

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS, JUNE 30, 1882.

DEBIT.

Cost of road and equipment	$ 44,051,512.99
Stock and bonds on hand	2,620,221.67
Materials and supplies	685,625.60
Excess of cash and cash assets, over amount of current liabilities	2,176,979.13
	$ 49,534,339.39

CREDIT.

Common stock	$ 18,573,233.33
Preferred stock	10,759,933.33
Funded debt	19,546,675.00
Profit and loss	654,497.73
	$ 49,534,339.39

DESCRIPTION OF ROAD.

Length main line of road from Elroy to Omaha, including transfer		571.35
Length of main line of road from North Wisconsin Junction to end of track		120.00
Length of main line of road in Iowa	59.42	
Length of main line of road in Minnesota	207.42	
Length of main line of road in Wisconsin	297.70	
Length of main line of road in Nebraska	126.81	
Branches owned by this company:		
Stillwater Junction to Stillwater		3.80
Stillwater to St. Croix Bridge		4.39
Hudson to River Falls		12.21
Lake Crystal to Elmore		44.00
Heron Lake to Woodstock		44.00
Sioux Falls Junction to Salem		98.00
Luverne to Doon		28.00
Coburn Junction to Ponca		15.82
Emerson to Norfolk		46.40
Merrillan to Neilsville		14.00
Total length of branches owned by this company		310.62
Total length of branches owned by this company in Iowa	17.44	
Total length of branches owned by this company in Minnesota	149.28	
Total length of branches owned by this company in Wisconsin	26.21	
Total length of branches owned by this company in Nebraska	62.22	
Total length of branches owned by this company in Dakota	55.47	
Total length of road belonging to this company		1,001.97
Aggregate length of sidings and other tracks not above enumerated		107.11
Same in Iowa		14.84
Aggregate length of track, computed as single track, exclusive of sidings		1,001.97
Same in Iowa		76.86
Total length of steel rails in tracks in Iowa, exclusive of sidings		59.42
Total length of iron rails in tracks in Iowa, exclusive of sidings		17.44
Weights per yard, steel, 50 lbs.		
Weights per yard, iron, 50 lbs.		
Gauge of track		4 ft. 8½ in

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description, and length of each:	
St. Paul to Minneapolis, miles	9.90
Le Mars to Sioux City	24.00
Menomonee Junction to Menomonee City	3.01
Eau Claire to lumber mills	2.74
Total length of above roads	39.65
Total length of above roads in Iowa	24.00
Total length of above roads in Minnesota	9.90
Total length of above roads in Wisconsin	5.75
If any part of the road was first opened for operation during the past year, state the date. None in Iowa.	
Total miles of road operated by this company	1,041.62
Total miles road operated by this company in Iowa	100.86

STATIONS.

Number of stations on all roads owned by this company	179
Same in Iowa	10
Number of stations on all roads operated by this company	183
Same in Iowa	12
Number of telegraph offices in stations in Iowa	12

EMPLOYES.

Number of persons regularly employed on all roads operated by this company (approximate)	3,936
Same in Iowa. These figures cannot be given; a great many employes work in Iowa, Minnesota, and Nebraska, in the same day.	
Amount paid employes, including officials, on all roads operated by this company (approximate)	$ 2,248,253

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges under 100 feet in length	2	108
Wooden trestle and pile	59	6,000

BOX CULVERTS IN IOWA.

Timber	73	884
Stone	18	54

CATTLE-GUARDS.

Number in Iowa. No record.

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.). No record.

Give the average number of years that wooden truss bridges last on your road in Iowa. The road has only been owned by this company since June 1, 1881, and this company's records furnish no data upon which an estimate can be based.

ROAD-BED AND TRACK.

Number of track sections in Iowa	10
Average length of sections—miles	6.6
Average number of men in each section gang	4
Number of new ties laid in track during the year in Iowa	56,000
Average number of new ties per mile of road	1,000
New rails laid in track during the year in Iowa—(steel 4,548.5 tons)	57.89
Total track laid with new rails during the year in Iowa, miles,	57.89

What is the average number of years that iron rails last in your track on main line in Iowa. The road has only been owned by this company since June 1, 1881, and this company's records furnish no data upon which an estimate can be based.

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Milwaukee & St. Paul R. R., at Sheldon, O'Brien county.

Number of highway crossings at grade	81
Number of highway crossings at which there are flagmen	2

FENCING IN IOWA.

How many miles of fencing have you on your road	18
What is the average cost per rod? Not known.	
How many miles of new fencing have you built during the year	18
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Osceola county	19
In O'Brien county	6
In Sioux county	18
In Plymouth county	2
Total miles	45

ROLLING STOCK.

	LEASED.	OWNED.	TOTAL.
Number of locomotives		131	131
Number of passenger cars		56	56
Number of baggage, mail, and express cars		29	29
Number of parlor and sleeping cars		3	3
Number of box freight cars	470	2,575	3,045
Number of stock cars		60	60
Number of platform and coal cars		1,257	1,257
Number of other cars		87	87
Total			4,537

Maximum weight of locomotives and tenders, tons	35
Number of locomotives equipped with train brake	53
Kind of brake, Westinghouse automatic.	
Maximum weight of passenger cars, tons (estimated)	20½
Average weight of passenger cars, tons (estimated)	20
Number of cars equipped with train-brake. All passenger equipment.	
Kind of brake, Westinghouse automatic.	
Number of passenger cars equipped with Miller platform and buffer. All passenger equipment.	
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, — tons. Varies greatly on different divisions; no average can be given that would be reliable.	

MILEAGE, TRAFFIC, ETC., WHOLE ROAD.

TRAIN MILEAGE.

Miles run by passenger trains during the year	858,635
Miles run by freight trains during the year	2,029,097
Miles run by switching trains during the year	750,743
Miles run by other trains during the year	716,883
Total train mileage	4,355,358

CARS AND WEIGHT OF TRAINS (APPROXIMATED).

Average number of cars in passenger trains	5.34
Average weight of passenger trains, exclusive of passengers, tons	106.8
Average number cars in freight trains	18
Average weight of freight trains, exclusive of freight, tons	153

PASSENGER TRAFFIC.

Number of through passengers carried	112,085
Number of local passengers carried	625,175
Total number of passengers carried	737,260
Total passenger mileage, or passengers carried one mile	45,813,336
Average distance traveled by each passenger, miles	62.14
Average amount received from each passenger	$ 1.62
Highest rate of fare per mile for any distance, cents	4
Lowest rate of fare per mile for any distance, cents	1
Average rate of fare per mile for all passengers, cents	2.60

FREIGHT TRAFFIC.

Number of tons of through freight carried	575,521
Number of tons of local freight carried	1,081,743
Total tons of freight carried	1,657,264
Total mileage of through freight (tons carried one mile)	91,345,989
Total mileage of local freight (tons carried one mile)	138,005,683
Total freight mileage, or tons carried one mile	229,351,672
Average rate per ton per mile received for through freight, cents	1.6489
Average rate per ton per mile received for local freight, cents,	1.2406
Average rate per ton per mile received for all freight, cents	1.4032
Average rate per ton per mile received from freight to and from other roads, cents	1.6489

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	4,939,463
Number of miles run by loaded freight cars west and north	14,067,288
Number of miles run by empty freight cars east and south	7,770,025
Number of miles run by empty freight cars west and north	959,589
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	61.13
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	6.38

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour, about	22½
Rate of speed of freight trains, including stops, miles per hour, about	10½

TONNAGE OF ARTICLES TRANSPORTED.

(APPROXIMATED.)

	TONS.	PER CENT.
Grain	199,701	12.05
Flour and meal	216,107	13.04
Provisions (beef, pork, lard, etc.)	6,961	.42
Animals	32,980	1.99
Other agricultural products	16,573	1.00
Lumber and forest products	502,151	30.30
Coal	55,002	3.32
Salt, cement, water, lime, and stucco	12,595	.76
Iron, lead, and mineral products	46,901	2.83
Stone, brick, lime, and sand	36,791	2.22
Manufactures, including agricultural implements, furniture, and wagons	21,213	1.28
Company's material	262,179	15.82
Merchandise, and other articles not enumerated above	248,092	14.97
Total tons carried	1,657,264	100

TONNAGE CROSSING THE MISSOURI RIVER TRANSFER AT SIOUX CITY, FOR THE YEAR ENDING JUNE 30, 1882.

East bound number of tons	15,254.569
West bound number of tons	82,564.921
Total tons	97,819.490

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company; they pay 1½ times first class tariff rates; the express company handles its own freight.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? The cars of all transportation companies are allowed to run over the road. This company pays the usual mileage, three-fourths cents per mile, for same; no preference is given to cars or freight of any company.

What amount have you paid other corporations, car loaning companies, stock companies, or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each?

Northwestern Car Trust Co., Chicago, Ill.....$ 44,766.68

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Pullman Palace Car Company runs sleepers on our main line between St. Paul and Sioux City and St. Paul and Elroy; they charge about one dollar east of St. Paul, and one dollar and fifty cents west of St. Paul in addition to regular passenger fare for distance on this road.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings? This company pays the Sleeping Car Co. three cents per mile for use of sleepers. The Sleeping Car Co. receives all the revenue of the sleepers.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? $71.82 per mile per annum on main line; $42.75 per mile per annum on branch lines.

What amount have you paid for receiving and delivering mail to and from stations on your road? For delivering mails in St. Paul, $360.00.

TELEGRAPH.

How many miles of telegraph are owned by your company? See next question.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Telegraph lines extend whole length of main line and branches, owned jointly by railroad company and Western Union Telegraph Co., one-half each.

LANDS—CONGRESSIONAL GRANT.

No land grant in Iowa.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.				
September	30	C. W. Tack	East Orange, Iowa	Coupling; purely accidental.
October	20	—— Moran	Le Mars	Drunk on track; struck by train.
1882.				
January	26	John Setler	Le Mars	Caught foot in frog; lack of caution.

INJURED.

1881.				
July	26	H. S. Campbell	James, Iowa	Coupling; his own fault.
August	2	John McHugh	Rock Rapids	Fell from hand-car; his own fault.
August	23	D. Davenport	Sioux City	Squeezed by car and engine; coupling; purely accidental.
November	17	W. Miles	Seney	Stepped into trestle while coupling.
November	24	John Holtz	Sioux City	Recklessness on his part in getting off train while in motion.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Caught in frogs	....	1	....	....	....	....
Coupling cars	....	1	....	....	3	....
Getting on and off trains	....	....	....	....	1	....
Miscellaneous	....	....	....	....	1	....
Trespassers on track	....	1	....	....	....	....
Total	....	3	....	....	5	....

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	3
Number of persons injured during the year	5
Number of casualties purely accidental during the entire year	3
Number resulting from lack of caution, carelessness, or misconduct	5
Number of persons killed or injured while intoxicated	1
Number of trespassers on track killed or injured	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—H. H. Porter, Chicago, Ill.
First Vice-President—Philetus Sawyer, Oshkosh, Wis.
Second Vice-President—R. T. Flower, New York, N. Y.
Secretary—C. W. Porter, Hudson, Wis.
Treasurer—A. R. Flower, New York, N. Y.
Assistant President—E. W. Winter, St. Paul, Minn.
General Superintendent—C. F. Hatch, St. Paul, Minn.
Division Supts.
- T. P. Gere, East. and North. Divs., St. Paul, Minn.
- J. F. Lincoln, St. Paul Div., St. Paul, Minn.
- H. Spencer, Sioux City Div., Sioux City, Iowa.
- G. V. Morford, Nebraska Div., Omaha, Neb.

Chief Engineer—C. W. Johnson, St. Paul, Minn.
Superintendent of Telegraph—H. C. Hope, St. Paul, Minn.
Auditor—H. A. Gray, St. Paul, Minn.
General Passenger Agent—T. W. Teasdale, St. Paul, Minn.
General Traffic Manager—J. H. Hiland, St. Paul, Minn.
General Solicitor—Jno. C. Spooner, Hudson, Wis.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

H. H. Porter, Chicago, Ill.
R. P. Flower, New York, N. Y.
David Dows, New York, N. Y.
H. R. Bishop, New York, N. Y.
W. D. Washburn, Minneapolis, Minn.
Philetus Sawyer, Oshkosh, Wis.
Benj. Brewster, New York, N. Y.
Aug. Kountz, New York, N. Y.
A. H. Wilder, St. Paul, Minn.
J. M. Fiske, New York, N. Y.
E. F. Drake, St. Paul, Minn.
R. R. Cable, Chicago, Ill.
H. T. Welles, Minneapolis, Minn.

Date of annual meeting of stockholders, first Saturday after first Thursday in June.

Fiscal year of company ends December 31st.

General offices of the company are located at St. Paul, Minn.

STATE OF MINNESOTA, }
COUNTY OF RAMSEY. } ss.

Chas. F. Hatch, General Superintendent, and H. A. Gray, Auditor, of the Chicago, St. Paul, Minneapolis & Omaha Railway Company, being duly sworn depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed) CHAS. F. HATCH.
H. A. GRAY.

Subscribed and sworn to before me, this 23d day of September, A. D. 1882.

G. A. HAMILTON,
[L. S.] *Notary Public, Ramsey Co., Minn.*

Received and filed in the office of the Commissioners of Railroads, this 25th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPO

OF TH

CROOKED CREEK RAILWAY COMPANY.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association		$ 71,500.00
Amount authorized by vote of the company		71,500.00
Amount issued, number of shares 715, amount paid in		71,500.00
Amount of common stock issued		71,500.00
Total amount paid in as per books of the company		$ 71,500.00

Amount of stock per mile of road, 8½ miles	$ 8,411,76	
Amount of stock representing the road in Iowa. All.		
Amount of stock held in Iowa. All.		
Total number of stockholders	5	
Number of stockholders in Iowa	2	

DEBT.

Total amount of floating debt		$ 24,098.18
Total amount of debt liabilities		$ 24,098.18
Amount of debt per mile of road	$ 2,835.08	
Total amount of stock and debt	95,598.18	
Amount of stock and debt per mile of road	11,246.84	

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Freight and other cars, 2	$ 98.50
Total expenditures charged to property accounts	$ 98.50
Property sold (or reduced in valuation on the books) and credited property accounts during the year (specifying same):	
Thirty-two narrow gauge cars	$ 3,700.00
Net addition to property account for the year	3,601.50

GENERAL EXHIBIT.

Total earnings	$ 10,826.19
Total expenses, including taxes	10,476.75
Net earnings	349.44
Interest accruing during the year	1,650.00
Interest paid during the year	1,650.00
Balance for the year—surplus	3,950.94
Floating debt liquidated during the year	2,300.00
Balance at commencement of the year—deficit	8,049.10
Balance at the close of the year, June 30, 1882—deficit	4,098.16
Income from other sources than earnings	3,601.50
Total income from all sources for the year	$ 10,826.19

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers		$ 577.95
From mails		363.37
Total earnings, passenger department		$ 941.32
Earnings per train mile run (8.5 miles)	$ 110.74	
Earnings, freight:		
From local	44.50	
From through	9,840.37	
Total earnings, freight department		9,884.87
Earnings per train mile run (8.5 miles)	$ 1,162.92	
Total transportation earnings		$ 10,826.19
Earnings per mile of road operated (8.5 miles)	$ 1,273.67	
Total income from all sources		$ 10,826.19

Proportion of income for Iowa. All.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 1,960.25
Renewal of ties Number laid, 2,940.	1,176.00
Repairs of bridges, including culverts and cattle-guards	145.00
Repairs of buildings, stations, and water-tanks	40.00
Total	$ 3,321.25

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 433.85
Total	$ 433.85

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	880.70
Water supply		420.00
Oil and waste		184.95
Locomotive service		1,252.00
Freight train service		831.50
Freight train supplies		145.00
Mileage of freight cars (debit balance)		76.50
Telegraph expenses (maintenance and operating)		24.50
Damages to property and cattle		41.85
Agents and station service		850.00
Station supplies		15.00
Total	$	4,722.05

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	1,290.00
Legal expenses		75.00
Stationery and printing		36.40
Taxes in Iowa		598.20
Total	$	1,999.60

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	3,321.25
Maintenance of motive power and cars		433.85
Conducting transportation		4,722.05
General expenses, including taxes		1,999.60
Total operating expenses and taxes	$	10,476.75

Operating expenses and taxes per mile of road	$	1,232.56
Proportion of operating expenses and taxes for Iowa. All.		
Percentage of expenses to income		.96

GENERAL RECAPITULATION.

Total income	$	14,427.69
Total operating expenses and taxes		10,476.75
Net income above operating expenses and taxes		3,950.94
Net income above operating expenses, taxes, interest, and rental		2,300.94

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? They are not.

SURPLUS.

Surplus at the commencement of the year—deficit.....
Surplus at the close of the year—deficit.....

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Estimated value of road-bed, including rails and bridges	$	28,750.00
Estimated value of rolling stock		3,750.00
Estimated value of stations, buildings, and fixtures		2,300.00
Estimated value of coal land and property		22,600.00
Deficit at closing accounts June 30, 1882		4,098.16
Depreciation in value of property, and loss on coal company investment		10,001.84
Total	$	71,500.00

CREDIT.

Capital stock issued	$	71,500.00
Total	$	71,500.00

DESCRIPTION OF ROAD.

Length main line of road from Judd to Lehigh	8.5
Total length of road belonging to this company	8.5
Aggregate length of sidings and other tracks not above enumerated	.5
Same in Iowa. All.	
Aggregate length of track, computed as single track, exclusive of sidings	8.5
Total length of iron rails in tracks in Iowa, exclusive of sidings	8.5
Weights per yard, iron 30 pounds.	
Gauge of track	4 ft. 8.5 in.

STATIONS.

Number of stations on all roads owned by this company	2
Same in Iowa	2

EMPLOYES.

Number of persons regularly employed on all roads operated by this company		5
Same in Iowa		5
Amount paid employes, including officials, on all roads operated by this company in Iowa	$	4,223.50

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	1	370
Wooden trestle and pile	11	500

BOX CULVERTS IN IOWA.

Timber	4	80

CATTLE-GUARDS.

Number of in Iowa	9	90

ROAD-BED AND TRACK.

Number of track sections in Iowa	1
Average length of sections, miles	8.5
Average number of men in each section gang	5
Number of new ties laid in track during the year in Iowa	2,940
Average number of new ties per mile of road	346

FENCING IN IOWA.

How many miles of fencing have you on your road? None.
Give the number of miles needed on both sides of your track in each county in Iowa.

In Webster county, about	10

ROLLING STOCK.

Number of locomotives	1
Number of other cars—1 hand and 1 velocipede	2
Total	2
Maximum weight of locomotives and tenders, tons	20
Average weight of locomotives and tenders, tons	20

The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, 20 tons; from 50 to 60 tons upward.

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by freight trains during the year	7,650
Total train mileage	7,650

CARS AND WEIGHT OF TRAINS.

Average number of cars in freight trains	3
Average weight of freight trains, exclusive of freight, tons	24

PASSENGER TRAFFIC.

Number of local passengers carried	1,927
Total number of passengers carried	1,927
Total passenger mileage, or passengers carried one mile	16,379
Average distance traveled by each passenger, miles	8.5
Average amount received from each passenger, cents	.30
Highest rate of fare per mile for any distance	3½
Lowest rate of fare per mile for any distance	3½
Average rate of fare per mile for all passengers	3½

FREIGHT TRAFFIC.

Number of tons of local freight carried	10,271
Total tons of freight carried	10,271
Total mileage of local freight (tons carried one mile)	87,303
Total freight mileage, or tons carried one mile	87,303
Average rate per ton per mile received for local freight, cents,	9
Average rate per ton per mile received for all freight	9
Average rate per ton per mile received from freight to and from other roads	9
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa	95

SPEED OF TRAINS IN IOWA.

Rate of speed of freight trains, including stops, miles per hour, about	12

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	1,045	10.20
Flour	85	.80
Provisions (beef, pork, lard, etc.)	25	.20
Animals	208	2.00
Lumber and forest products	905	8.80
Coal	7,162	70.00
Plaster, lime, and cement	40	.40
Salt	18	.10
Petroleum	16	.10
Stone and brick	397	3.80
Manufactures—articles shipped from point of production	17	.20
Merchandise, and other articles not enumerated above	353	3.40
Total tons carried	10,271	100

ADDITIONAL QUESTIONS.

U. S. MAIL IN IOWA.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service? Daily service, $363.37.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—W. C. Willson, Lehigh, Iowa.
Vice-President—T. H. Judd, Milwaukee, Wis.
Secretary—J. M. Funk, Webster City, Iowa.
Treasurer—J. M. Funk, Webster City, Iowa.
General Manager—W. C. Willson, Lehigh, Iowa.
Auditor—Geo. W. Post, Lehigh, Iowa.
General Passenger and Freight Agent—Geo. W. Post, Lehigh, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

W. C. Willson, Lehigh, or Webster City, Iowa.
J. M. Funk, Webster City, Iowa.
T. H. Judd, Milwaukee, Wis.
Geo. Burnham, Milwaukee, Wis.
C. D. Burnham, Milwaukee, Wis.
J. Q. Burnham, Milwaukee, Wis.

Date of annual meeting of stockholders, May 15th.
Fiscal year of company ends (have none).
General offices of the company are located at Lehigh, Iowa.

Received and filed in the office of the Commissioners of Railroads, this 2d day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

DES MOINES & FORT DODGE RAILROAD CO.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association...	$ 4,000,000.00	
Amount authorized by vote of the company....	3,758,280.00	
Amount issued, number of shares, 37,582.80; amount paid in...		$ 3,758,280.00
Amount of common stock issued.....		3,000,000.00
Amount of preferred stock issued, and conditions of preferment.....		758,280.00
(Preferred stock entitled to dividends up to 7 per cent before any dividend on the common stock.)		
Total amount paid in as per books of the company.....		3,758,280.00

Amount of stock per mile of road.....	$ 45,444.74
Amount of stock representing the road in Iowa	All.
Amount of stock held in Iowa.....	16,050.00
Total number of stockholders.....	62
Number of stockholders in Iowa.....	3

DEBT.

Funded debt as follows:

1,192 bonds due 1905, rate of interest six per cent.....		$ 1,192,000.00
Interest paid on same during the year.....	$ 71,520.00	
1,142 bonds due 1905, rate of interest five per cent.....		1,142,000.00
Interest paid on same during the year.....	$ 57,100.00	
Total amount of funded debt.....		$ 2,334,000.00

Floating debt:

Incurred for construction.....	$ 100,000.00	
Incurred for real estate.....	4,800.00	
Total amount of floating debt.....		$ 104,800.00
Total amount of debt liabilities.....		$ 2,438,800.00

Amount of debt per mile of road.....	$ 29,489.72	
Total amount of stock and debt.....		6,197,080.00
Amount of stock and debt per mile of road	74,934.46	

COST OF EQUIPMENT.

Total cost of road and equipment	$ 6,092,280.00
Average cost of road and equipment per mile, (82.7 miles)	$ 73,667.23

This road having been bought fully equipped, we can only state that it cost $6,092,280.00, being the stock and bonds besides any local aid that was procured.

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Superstructure, including rails	$ 50,000.00
Total expenditure charged to property accounts	$ 50,000.00

GENERAL EXHIBIT.

Total earnings		$ 417,897.95
Total expenses, including taxes		256,715.36
Net earnings		161,182.59
Rentals, specifying amount paid to each company:		
Chicago, Rock Island & Pacific Railway	$ 2,371.80	
Illinois Central Railroad	3,600.00	
		$ 5,971.80
Interest accruing during the year	$ 131.620.00	
Interest paid during the year	131,620.00	
Interest on funded debt	128,620.00	
Interest paid on funded debt	128,620.00	
Interest on floating debt	3,000.00	
Interest paid on floating debt	3,000.00	
Dividends declared. None.		
Balance for the year		44,145.55
Balance at commencement of the year		53,166.37
Balance at the close of the year, June 30, 1882		97,311.92
Income from other sources than earnings		20,554.76
Total income from all sources for the year		$ 438,452.71

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 95,020.58	
From through passengers	10,741.83	
From all passengers		$ 105,762.41
From express and baggage		3,443.00
From mails		5,336.40
From other sources, passenger department		1,317.04
Total earnings, passenger department		$ 115,858.85
Earnings per train mile run (82,049 miles)	$ 1.41	
Earnings, freight:		
From local		$ 143,345.95
From through		158,693.15
Total earnings, freight department		$ 302,039.10
Earnings per train mile run (118,299 miles)	$ 2.55	
Total transportation earnings		$ 417,897.95
Earnings per train mile run, from all trains earning revenue (200,348 miles)	$ 2.08.6	
Earnings per mile of road operated (88.1 miles)	4,743.45	
Proportion of earnings for Iowa		417,897.95
Rents received for use of road from M. & St. L. R'y		2,400.00
Income from all other sources (lands)		18,154.76
Total income from all sources		$ 438,452.71
Proportion of income for Iowa		$ 438,452.71

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 48,493.96
Renewal of rails No. tons laid, steel, 25.	1,589.96
Renewal of ties No. laid, 24,640.	10,622.55
Repairs of bridges, including culverts and cattle-guards	6,029.88
Repairs of fences, road-crossings, and signs	224.93
Repairs of buildings, stations, and water-tanks	7,400.46
Total	$ 74,361.74

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 29,148.66
Repairs of passenger cars	8,595.99
Repairs of freight cars	18,981.84
Total	$ 56,726.49

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	15,876.74
Water supply		2,386.44
Oil and waste		3,717.22
Locomotive service		18,585.39
Passenger train service		3,381.68
Passenger train supplies		405.69
Freight train service		9,454.05
Freight train supplies		529.26
Mileage of freight cars (debit balance)		2,413.34
Telegraph expenses (maintenance and operating)		484.50
Damage and loss of freight and baggage		639.15
Damages to property and cattle		3,037.23
Personal injuries		2,082.37
Agents and station service		20,126.41
Station supplies		1,295.10
Total	$	84,414.57

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$	16,746.84
Legal expenses			1,563.44
Insurance			156.48
Stationery and printing			3,391.17
Outside agencies and advertising			357.77
Contingencies			10,649.98
Taxes in Iowa	$ 8,346.88		
Total taxes			8,346.88
Total		$	41,212.56

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	74,361.74
Maintenance of motive power and cars		56,726.49
Conducting transportation		84,414.57
General expenses, including taxes		41,212.56
Total operating expenses and taxes		256,715.36
Operating expenses and taxes per mile of road	$	2,913.88
Operating expenses and taxes per train mile run, for trains earning revenue (200,348 miles)		1.28
Proportion of operating expenses and taxes for Iowa. All.		
Expenses of running and management of passenger trains		13,749.51
Expenses of running and management of passenger trains per train mile (82.049 miles)		.17
Expenses of running and management of freight trains		39,869.74
Expenses of running and management of freight trains per train mile		.34
Expenses of running and management of all trains earning revenue		53,619.25
Percentage of expenses to income		58.5

GENERAL RECAPITULATION.

Total income	$ 438,452.71
Total operating expenses and taxes	256,715.36
Net income above operating expenses and taxes	181,737.35
Net income above operating expenses, taxes, interest, and rental	44,145.55

Gross income per train mile run (200,348 miles)	$ 2.19
Net income per train mile run (200,348 miles)	.90.7
Percentage of net income to stock and debt	2.9
Percentage of net income to cost of road and equipment	2.98

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year	$ 53,166.37
Surplus at the close of the year	97,311.92
Cash on hand	22,291.79
The amount invested in railroad bonds, the number of bonds, and the par value of each, the name of each road, and the amount invested in the bonds of each:	
Forty of the old Des Moines Valley Railroad Company bonds at $1,060.00 each, purchased at $180.00 a bond	7,200.00
Amount absorbed in construction of Tara extension	65,397.34
Amount in material and balances from other roads	2,422.79

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Construction and equipment	$ 6,092,280.00
Des Moines Valley land grant bonds	7,200.00
Balance due on contracts of sale	39,351.52
Agricultural lands	150,500.00
Material on hand	23,088.79
Cash on hand	22,291.79
Due from agents and companies	8,428.90
Real estate	27,437.34
Total	$ 6,370,578.34

CREDIT.

Capital stock	$ 3,758,280.00
Funded debt	2,334,000.00
Floating debt	104,800.00
Due other companies and persons	10,313.73
Bills and pay-rolls	18,781.17
Des Moines Valley land grant bonds outstanding	7,740.00
Profit and loss	136,663.44
Total	$ 6,370,578.34

DESCRIPTION OF ROAD.

Length of main line of road from Des Moines to Tara and Ft. Dodge Junction to Ft. Dodge, miles	82.70
Total length of road belonging to this company	82.70
Aggregate length of sidings and other tracks not above enumerated	6.32
Aggregate length of track computed as single track exclusive of sidings	82.70
Total length of steel rails in tracks in Iowa, exclusive of sidings	65.00
Total length of iron rails in tracks in Iowa	17.70
Weights per yard, steel, 56 pounds.	
Weights per yard, iron, 50 pounds.	
Gauge of track	4 ft. 8½ in.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:	
Illinois Central Railroad from Tara to Ft. Dodge Junction.	5.40
Total miles of road operated by this company in Iowa	88.10

STATIONS.

Number of stations on all roads owned by this company	15
Same in Iowa	15
Number of stations on all roads operated by this company	15
Same in Iowa	15
Number of telegraph offices in stations in Iowa	15

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	300
Amount paid employes, including officials, on all roads operated by this company	68,294.37

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	1	110
Wooden truss bridges under 100 feet in length	3	200
Wooden trestle and pile	38	1,125

ARCH CULVERTS AND VIADUCTS IN IOWA.

Less than 20 feet opening	7

BOX CULVERTS IN IOWA.

Timber	225

CATTLE-GUARDS.

Number in Iowa	123

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.) 210,000
Number of culverts replaced with timber 6

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length, feet.
Between Waukee and Ashewa....	Pile.....	Wood.....	Sept. and Oct. 1881	50
.....	.....	.....	.....	40
Between Des Moines and Ashewa	Pile.....	Wood.....	July and Aug. 1882	50
.....	.....	.....	.....	40

Give the average number of years the trestle and pile bridges last on your road 9
Give the average number of years that wooden truss bridges last on your road in Iowa 12

ROAD-BED AND TRACK.

Number of track sections in Iowa 14
Average length of sections, miles 6⅞
Average number of men in each section gang 6
Number of new ties laid in track during the year in Iowa.... 24,640
Average number of new ties per mile of road 280
New rails laid in track during the year in Iowa, steel, 5,148 tons) miles 58½
What is the average number of years that iron rails last in your track on main line in Iowa 12
What is the average number of years that steel rails last in your track on main line in Iowa? Have not had long enough experience to tell.
What is the average number of years that ties last in your track in Iowa 7

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Rock Island & Pacific Railway, at Valley Junction.
Chicago, Rock Island & Pacific R'y, Winterset Branch, at Des Moines.
Des Moines Northwestern Railroad, at Waukee.
Chicago, Milwaukee & St. Paul Railway, at Perry,
Chicago & Northwestern Railway, at Grand Junction.
Chicago & Northwestern Railway, at Gowrie.
Illinois Central Railroad, at Tara.

Number of highway crossings at grade 66

FENCING IN IOWA.

How many miles of fencing have you on your road	4.50
What is the average cost per rod	$ 1.56
What is the total cost of same	2,250.00
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Polk county	14.50
In Dallas county	54.00
In Boone county	6.00
In Greene county	46.00
In Webster county	40.40
Total miles	165.40

ROLLING STOCK.

	OWNED.	TOTAL.
Number of locomotives	13	13
Number of passenger cars	7	7
Number of baggage, mail, and express cars	2	2
Number box freight cars		50
Number of stock cars		22
Number of platform cars	57	57
Number of other cars	5	5
Total		143

Maximum weight of locomotives and tenders, tons	28
Number of locomotives equipped with train brake	4
Kind of brake, Westinghouse.	
Maximum weight of passenger cars, pounds	45,000
Average weight of passenger cars, pounds	40,000
Number of cars epuipped with train brake	7
Kind of brake, Westinghouse.	
Number of passenger cars equipped with Miller platform and buffer	4

The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, 36; tons, 270.

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	82,049
Miles run by freight trains during the year	118,299
Total train mileage	200,348

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	8
Average weight of passenger trains, exclusive of passengers pounds	142,000
Average number of cars in freight trains	18
Average weight of freight trains, exclusive of freight, pounds	420,000

PASSENGER TRAFFIC.

Number of through passengers carried	12,111
Number of local passengers carried	105,521
Total number of passengers carried	117,632
Total passenger mileage, of passengers carried one mile	3,295,258
Average distance traveled by each passenger, miles	28
Average amount received from each passenger, cents	89
Highest rate of fare per mile for any distance, cents	3½
Lowest rate of fare per mile for any distance, cents	1
Average rate of fare per mile for all passengers, cents	3.1

FREIGHT TRAFFIC.

Number of tons of through freight carried	92,854
Number of tons of local freight carried	142,321
Total tons of freight carried	235,175
Total mileage of through freight, tons carried one mile	3,807,231
Total mileage of local freight, tons carried one mile	5,997,319
Total freight mileage, or tons carried one mile	9,804,550
Average rate per ton per mile received for through freight, cents	4.17
Average rate per ton per mile received for local freight, cents	2.39
Average rate per ton per mile received for all freight, cents	3.08
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa	60

CAR MILEAGE.

Number of miles run by loaded freight cars south	514,394
Number of miles run by loaded freight cars north	479,826
Number of miles run by empty freight cars south	221,936
Number of miles run by empty freight cars north	247,031
Percentage of empty freight cars hauled south to all freight cars hauled south	30
Percentage of empty freight cars hauled north to all freight cars hauled north	34

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles	20
Rate of speed of freight trains, including stops, miles	10

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	63,598	26.97
Flour	3,835	1.63
Provisions (beef, pork, lard, etc.)	102	.04
Animals	12,400	5.26
Other agricultural products	6,063	2.57
Lumber and forest products	48,631	20.62
Coal	67,528	28.63
Plaster, lime, and cement	2,868	1.22
Salt	1,231	.52
Iron, steel, and castings	4,594	1.95
Stone and brick	1,818	.77
Manufactures—articles shipped from point of production	2,425	1.03
Merchandise, and other articles not enumerated above	20,724	8.79
Total tons carried	235,817	100

TONNAGE OF ARTICLES TRANSPORTED FROM STATIONS WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	63,598	26.97
Flour	3,835	1.63
Provisions (beef, pork, lard, etc.)	102	.04
Animals	12,400	5.26
Other agricultural products	6,063	2.57
Lumber and forest products	48,631	20.62
Coal	67,528	28.63
Plaster, lime, and cement	2,868	1.22
Salt	1,231	.52
Iron, steel, and castings	4,594	1.95
Stone and brick	1,818	.77
Manufactures—articles shipped from point of production	2,425	1.03
Merchandise, and other articles not enumerated above	20,724	8.79
Total tons carried	235,817	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? United States Express Co.; $11 per day for 1,800 pounds of through freight transported daily; any excess over complement allowed shall be paid for at 1½ first class rates, but no excess shall be paid until 46,800 pounds per month have been exceeded; at depot.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? $5,336.40 per annum for one train each way per day except Sunday.

What amount have you paid for receiving and delivering mail to and from stations on your road? $300.

TELEGRAPH.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Company owns 113.20 miles.

LANDS—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from the congressional grants	35,545
State the number of acres yet to inure to your company from congressional grants, about	7,000
State the average price at which these lands have been sold or contracted by the company $	7.00
State the number of acres sold	6,863.45
State the amount received from sales $	6,114.50
State the amount unpaid on outstanding contracts	27,413.90
State the gross amount received from sales, contracts, forfeited contracts, etc., up to June 30, 1882	18,154.76
State the amount expended in sale and management of lands	813.68
State the amount of taxes paid on lands	2,407.60
State the amount realized from the sale of lands above the expenses incurred in the management and taxes	14,933.48

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
July 6	Ira Long, ——	Tara	Standing on track; backed over by train and killed; caused by person being deaf and not hearing train.
July 28	J. H. Pyfer, freight conductor	Grand Junction	Killed by being caught between stake and side of car while trying to stake car from side track to main track; from want of care of person killed.

INJURED.

1881.			
September 17	Peter Weiser, brakeman	Waukee	Hand cut off; coupling cars; want of care on part of man injured.
September 29	Mrs. Gibbons	Rippey	Train blown from track during gale, two miles south of Rippey; slightly hurt and bruised about head and back. Three or four others were scratched, but none seriously hurt.

TABULAR STATEMENT OF ACCIDENTS.

CAUSE OF ACCIDENT.	KILLED.			INJURED.		
	Passengers	Employes.	Others.	Passengers.	Employes.	Others.
Derailments	....	..	.	1	....	....
Coupling cars	....	....	....	....	1	..
Miscellaneous	....	1	....	....	..	....
Trespassers on track	....	....	1	....	....	....
Total	....	1	1	1	1	....

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	2
Number of persons injured during the year	2
Number of casualties purely accidental during the entire year	1
Number resulting from lack of caution, carelessness, or misconduct	2
Number of trespassers on track killed or injured	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—C. E. Whitehead, New York.
Vice-President—Chas. Dana, New York.
Secretary—Frank Saunders, New York.
Treasurer—C. E. Whitehead, New York.
General Superintendent—C. N. Gilmore, Des Moines.
Chief Engineer—Jas. Carss, Des Moines.
Superintendent of Telegraph—T. J. Hoke, Des Moines.
Auditor—C. A. Wetton, Des Moines.
General Passenger and Freight Agent—G. W. Ogilvie, Des Moines.
Attorneys—Nourse & Kauffman, Des Moines.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

C. E. Whitehead, New York.
A. G. Agnew, New York.
Chas. Dana, New York.
David Stuart, New York.
John L. Ludlow, New York.
Wm. R. Sands, New York.
C. C. Nourse, Des Moines.
H. H. Hollister, New York.

Date of annual meeting of stockholders, first Thursday in June.
Fiscal year of company ends, January 1st.
General offices of the company are located at Des Moines.

STATE OF IOWA, }
COUNTY OF POLK. } ss.

C. N. Gilmore, Superintendent of the Des Moines & Fort Dodge Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true,

full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) C. N. GILMORE,
Supt. D. M. & Ft. D. R. R. Co.

Subscribed and sworn to before me, this 4th day of October, A. D. 1882.

[L. S.] C. B. KAUFFMAN,
Notary Public, Polk county, Iowa.

Received and filed in the office of the Commissioners of Railroads, this 25th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

DUBUQUE & DAKOTA RAILROAD COMPANY.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association $15,000.00 per mile.		
Amount of common stock issued		$ 158,600.00
Amount of preferred stock issued, and conditions of preferment		410,000.00
Total amount paid in as per books of the company		$ 568,600.00
Amount of stock per mile of road	$ 8,996.84	
Amount of stock representing the road in Iowa. All in Iowa.		
Amount of stock held in Iowa	529,100.00	
Total number of stockholders	23	
Number of stockholders in Iowa	12	

DEBT.

Funded debt as follows:		
Bonds due 1919, rate of interest, 6 per cent		$ 630,000.00
Interest paid on same during the year	$37,800	
Total amount of funded debt		630,000.00
Total amount of debt liabilities		$ 630,000.00
Amount of debt per mile of road	$ 9,968.50	
Total amount of stock and debt	1,198,600.00	
Amount of stock and debt per mile of road	18,965.35	

COST OF ROAD AND EQUIPMENT DURING 1882.

Bridging and masonry	$ 11,052.13
Land, land damages, and fences	209.89
Passenger and freight stations, coal sheds and water stations.	251.84
All other items charged to construction not enumerated above	10.00
Total expended for construction, 1882	$ 11,523.86

COST OF EQUIPMENT.

Locomotives	$	12,992.50
Passenger, mail, baggage, and express cars, combination		2,700.00
Freight and other cars		18,873.36
Wrecking cars, pile drivers, and tools		328.40
Total for equipment	$	34,894.35
Average cost of equipment per mile of road operated by company (63.2 miles)		
Proportion of cost of equipment for Iowa		548.58
Average cost of road and equipment per mile (63.2 miles)		
Average cost of road and equipment per mile in Iowa (63.2 miles)		

GENERAL EXHIBIT.

Total earnings, income	$	82,458.57
Total expenses, including taxes		47,625.26
Net earnings		34,833.31

Rentals, specifying amount paid to each company. None.
(This is not answered right, see expense account.)

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers	$	14,736.32
From express and baggage		525.81
From mails		810.21
Total earnings passenger department	$	16,072.34
Earnings, freight:		
From local	$	63,945.44
Total earnings freight department	$	63,945.44
Earnings per mile of road operated (63.20 miles) $ 1,304.57		
Car mileage (credit balances)		1,627.47
Total income from all other sources, telegraph earnings		813.32
Total income from all sources	$	82,458.57

Proportion of income for Iowa. All.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$	13,106.92
Renewal of ties (cost included in repairs of road). Number laid, 2,790.		
Repairs of bridges, including culverts and cattle-guards		1,946.07
Repairs of fences, road crossings, and signs		8.40
Repairs of buildings, stations, and water-tanks		575.61
Total	$	15,637.00

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$	1,294.59
Repairs of passenger cars		192.07
Repairs of freight cars		1,247.89
Total	$	2,734.55

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	6,181.21
Mail service		85.00
Oil and waste		495.98
Locomotive service		3,781.25
Bridge watchmen		207.00
Freight train service and supplies		2,694.23
Telegraph expenses (maintenance and operating)		66.63
Damage and loss of freight and baggage		49.97
Damages to property and cattle		366.75
Agents and station service		5,861.19
Trackage paid Illinois Central Railroad		529.20
Total	$	20,318.41

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	3,620.15
Legal expenses		25.80
Stationery and printing		460.20
Outside agencies and advertising		98.50
Taxes in Iowa		4,730.65
Total	$	8,935.30

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	15,637.00
Maintenance of motive power and cars		2,734.55
Conducting transportation		20,318.41
General expenses, including taxes		8,935.30
Total operating expenses and taxes	$	47,625.26
Operating expenses and taxes per mile of road (63.20 miles)		753.57

GENERAL RECAPITULATION.

Total income	$	82,458.57
Total operating expenses and taxes		47,625.26
Net income above operating expenses and taxes	$	34,833.31
Net income above operating expenses, taxes, and rental		None.
Gross income per train mile run (53,168 miles)		1.55
Net income per train mile run (53,168 miles), cents		67.5

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS DECEMBER 31, 1881.

DEBIT.

Road bed, etc	$ 800,000.00
Real estate	1,294.67
Construction	406,294.43
Hampton elevator	2,405.18
Telegraph construction	5,530.37
Equipment	34,894.35
Material in store	9,301.38
Tax certificates	4,951.14
Commercil National Bank	4,508.51
Total	$ 1,269,180.03

CREDIT.

Capital stock, preferred	$ 410,000.00
Capital stock, common	158,600.00
Construction bonds	630,000.00
Dubuque & Sioux City Railroad	28,023.16
Foreign ticket account	167.49
Tax aid, Franklin county	20,041.64
Tax aid, Butler county	16,780.67
Tax aid, Bremer county	3,599.23
Sumner donations	902.50
Income account	1,065.34
Total	$ 1,269,180.03

BALANCE SHEET IN CASE CLOSING ENTRIES WERE MADE TO JUNE 30, 1882.

DEBIT.

Construction		$ 1,216,623.21
Real estate		3,699.85
Equipment		34,894.35
Material in store		13,946.41
Tax certificates paid for in stock		5,451.14
Coupons paid or due July 1, 1882		18,000.00
Income account		1,160.54
Road bed	$ 800,000.00	
Construction	406,294.43	
Telegraph construction	5,530.37	
Addded to construction account, Jan. 1, 1882, to June 31, 1882	4,798.41	
	$ 1,216,623.21	$ 1,293,775.50

CREDIT.

Capital stock, preferred	$ 410,000.00
Capital stock, common	159,100.00
Construction bonds	630,000.00
Dubuque & Sioux City Railroad Co.	45,284.16
Foreign ticket account	29.84
Illinois Central Railroad Co.	440.81
Tax aid, Franklin county	20,041.64
Tax aid, Butler county	16,814.11
Tax aid, Bremer county	8,687.94
Sumner donations	1,008.95
Commercial National Bank	2,368.05
	$ 1,293,775.50

DESCRIPTION OF ROAD.

Length main line of road from Sumner to Hampton, miles	63.2
Total length of road belonging to this company, miles	63.2
Aggregate length of sidings and other tracks not above enumerated	3.3
Same in Iowa	3.3
Aggregate length of track, computed as single track, exclusive of sidings	63.2
Total length of steel rails in tracks in Iowa, exclusive of sidings, miles	31.16
Total length of iron rails in tracks in Iowa	32.04
Weight per yard, steel 45 pounds.	
Weights per yard, iron, 50 pounds.	
Gauge of track	4 ft. 8½ in.
Total miles of road operated by this company	63.2
Total miles road operated by this company in Iowa	63.2

STATIONS.

Number of stations on all roads owned by this company	10
Same in Iowa	10
Number of stations on all roads operated by this company	10
Same in Iowa	10
Number of telegraph offices in stations in Iowa	10

EMPLOYES.

Number of persons regularly employed on all roads operated by this company—28 track men and 30 others	58
Same in Iowa	58
Amount paid employes, including officials, on all roads operated by this company in Iowa	$ 33,568.83

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges under 100 feet in length	14	840
Wooden, trestle, and pile	78	11,312

BOX CULVERTS IN IOWA.

Timber	176

CATTLE-GUARDS.

Number in Iowa 120

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.), ... 246,552

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
Mile 16, east of Waverly	Pile	Pine	Nov., 1881	332
Mile 15, east of Waverly	Pile	Pine	Nov., 1881	64
Mile 14, east of Waverly	Pile	Pine	Nov., 1881	10
Mile 12, east of Waverly	Pile	Pine	July, 1881	64
Mile 11, east of Waverly	Pile	Pine	July, 1881	272
Mile 9, east of Waverly	Pile	Pine	July, 1881	64
Mile 8, east of Waverly	Pile	Pine	July, 1881	64
Mile 6, east of Waverly	Pile	Pine	July, 1881	96
Mile 5, east of Waverly	Pile	Pine	July, 1881	176
Mile 4, east of Waverly	Pile	Pine	April, 1882	128
Mile 2, east of Waverly	Pile	Pine	Nov., 1881	368
Mile 1, west of Waverly	Pile	Pine	July and Aug., 1881	64
Mile 1, west of Waverly	Pile	Pine	July and Aug., 1881	48
Mile 2, west of Waverly	Pile	Pine	July and Aug., 1881	48
Mile 2, west of Waverly	Pile	Pine	July and Aug., 1881	48
Mile 3, west of Waverly	Pile	Pine	July and Aug., 1881	112
Mile 3, west of Waverly	Pile	Pine	July and Aug., 1881	96
Mile 3, west of Waverly	Pile	Pine	July and Aug., 1881	112
Mile 5, west of Waverly	Pile	Pine	July and Aug., 1881	48
Mile 8, west of Waverly	Pile	Pine	July and Aug., 1881	16
Mile 9, west of Waverly	Pile	Pine	July and Aug., 1881	48
Mile 11, west of Waverly	Pile	Pine	July and Aug., 1881	144
Mile 11, west of Waverly	Pile	Pine	July and Aug., 1881	64
Mile 12, west of Waverly	Pile	Pine	July and Aug., 1881	64
Mile 12, west of Waverly	Pile	Pine	July and Aug., 1881	48
Mile 13, west of Waverly	Pile	Pine	July and Aug., 1881	416
Mile 13, west of Waverly	Pile	Pine	July and Aug., 1881	416
Mile 13 to 23, inclusive of bridges	Pile	Pine	Sept. and Oct., 1881	714
Total				4,144

Give the average number of years that trestle and pile bridges last on your road in Iowa 9

Give the average number of years that wooden truss bridges last on your road in Iowa, supposed 9

ROAD-BED AND TRACK.

Number of track sections in Iowa 7

Average length of sections, miles 9

Average number of men in each section gang (including foremen) 4

Number of new ties laid in track during the year, on 12 miles old track 2,790

Average number of new ties per mile of road 232

What is the average number of years that ties last in your track in Iowa? White oak; supposed eight years.

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?
Illinois Central Railroad, at Waverley.
Burlington, Cedar Rapids & Northern Railroad, at Clarksville.

Number of highway crossings at grade	40

FENCING IN IOWA.

How many miles of fencing have you on your road, rods	1,706
What is the average cost per rod, cents	51
What is the total cost of same	$ 957.60
How many miles of new fencing have you built during the year, miles	53
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Bremer county	26.3
In Butler county	27.7
In Franklin county	9.2
Total miles	63.2

ROLLING STOCK.

	OWNED.	TOTAL.
Number of locomotives	2	2
Number of baggage, mail, and express cars, combination	1	1
Number of box freight cars	20	20
Number of stock cars	10	10
Number of platform cars	20	20
Number of other cars	3	3
Total	54	54

Average weight of locomotives and tenders, tons	28
Maximum weight of passenger cars, tons	20
Average weight of passenger cars, tons	20
Number of cars equipped with train brake, passenger	1

Kind of brake, common wheel.

The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight:

Weight of engine, 28 tons.
160 tons exclusive.
320 tons including weight of cars.
53 feet grade, maximum.

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by freight trains during the year	53,168

PASSENGER TRAFFIC.

Number of local passengers carried	25,211
Number of special ticket passengers carried	966
Number of 500 mile tickets	14
Total number of passengers carried	26,191
Highest rate of fare per mile for any distance, cents	3
Lowest rate of fare per mile for any distance, cents	2
Average rate of fare per mile for all passengers, cents	2¾

FREIGHT TRAFFIC.

Number of tons of local freight carried	41,500
Total tons of freight carried	41,500
Total mileage of local freight (tons carried one mile)	830,000
Total freight mileage, or tons carried one mile	830,000

SPEED OF TRAINS IN IOWA.

Rate of speed of freight trains, including stops, mixed train, miles	18

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	15,280	37
Flour	250	6
Provisions (beef, pork, lard, etc.)	60	
Animals	7,060	17
Other agricultural products	300	
Lumber and forest products	8,380	20
Coal	1,250	2
Plaster, lime, and cement	300	
Salt	230	
Petroleum	150	
Iron, steel, and castings	116	
Stone and brick	386	
Manufactures—articles shipped from point of production	60	
Merchandise, and other articles not enumerated above	7,678	18
Total tons carried	41,500	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company pay D. & D. R. R. Co. $30 per month for messenger, and 12 cents per hundred weight for freight and general express business done, and the same delivered at stations.

TRANSPORTATION COMPANIES.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each? Star Union Line, Pittsburgh, Pennsylvania, 80 cents; Blue Line, Rochester, New York, 35 cents.

U. S. MAIL IN IOWA.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service? $52.16 per mile per annum.

TELEGRAPH.

How many miles of telegraph are owned by your company? 63.8.
What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? None.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—J. B. Dumont, New York.
Secretary—R. C. Groves, Dubuque, Iowa.
Manager and Treasurer—C. H. Booth, Dubuque, Iowa.
Superintendent and Chief Engineer—A. C. Goodrich, Waverly, Iowa.
Superintendent of Telegraph—Fred. Woro, Hampton, Iowa.
Auditor and General Passenger Agent—W. J. Couch, Dubuque, Iowa.
General Freight Agent—C. H. Booth, Dubuque, Iowa.
Attorney—S. P. Adams, Dubuque, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

J. A. Roosevelt, New York, N. Y.
Morris K. Jessup, New York, N. Y.
J. B. Dumont, New York, N. Y.
Mason Thompson, New York, N. Y.
H. L. Stout, Dubuque, Iowa.
C. H. Booth, Dubuque, Iowa.
Rufus C. Groves, Dubuque, Iowa.

Date of annual meeting of stockholders, first Tuesday in April.
Fiscal year of company ends December 31st.
General offices of the company are located at Dubuque, Iowa.

STATE OF IOWA, }
COUNTY OF DUBUQUE. } ss.

C. H. Booth, Manager, and W. J. Couch, Auditor of the Dubuque & Dakota Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed) C. H. BOOTH,
Manager.
W. J. COUCH,
Auditor.

Subscribed and sworn to before me, this 28th day of September, A. D. 1882.

O. H. HARRIS,

[L. S.] *Notary Public in and for Dubuque Co., Iowa.*

Received and filed in the office of the Commissioners of Railroads, this 30th day of September, A. D. 1882.

E. G. MORGAN,

Secretary Board of Railroad Commissioners.

REPORT

OF THE

ILLINOIS CENTRAL RAILROAD COMPANY,

LESSEE OF THE DUBUQUE & SIOUX CITY, IOWA FALLS & SIOUX CITY, CEDAR FALLS & MINNESOTA RAILROAD COMPANIES,

FOR THE YEAR ENDING JUNE 30, 1882.

GENERAL EXHIBIT.

Total earnings		$ 1,978,574.22
Total expenses, including taxes		1,043,619.35
Net earnings		934,954.87
Rentals, specifying amount paid to each company		773,652.35
Dubuque & Sioux City Railroad	$ 411,684.68	
Iowa Falls & Sioux City Railroad	248,597.67	
Cedar Falls & Minnesota Railroad	113,370.00	

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 460,386.17	
From through passengers	128,454.74	
From all passengers		588,840.91
From express		20,539.50
From mails		33,778.56
From other sources, passenger department		1,423.28
Total earnings, passenger department		$ 644,582.25
Earnings per train mile run, 370,805 miles	1.74	
Earnings, freight:		
From local		$ 704,392.97
From through		607,127.67
From other sources, freight department		2,713.91
Total earnings, freight department		$ 1,314,234.55
Earnings per train mile run, 897,436 miles	1.47	
Total transportation earnings		1,958,816.80
Earnings per train mile run, from all trains earning revenue, 1,268,241 miles	1.54	
Earnings per mile of road operated, 402.16 miles		4,870.74
Proportion of earnings for Iowa		1,958,816.80
Rents received for use of road		19,467.05
Rents received for use of stations, etc		290.37
Total income from all sources		$ 1,978,574.22
Proportion of income for Iowa		$ 1,978,574.22

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES.)

Repairs of road-bed and track	$	142,199.59
Renewal of rails		29,113.58
No. tons laid, iron 2,203.15.		
Renewal of ties		49,950.32
No. laid, 117,166.		
Repairs of bridges, including culverts and cattle-guards		20,237.02
Repairs of fences, road-crossings, and signs		21,872.74
Repairs of buildings, stations, and water-tanks		14,213.46
Total	$	277,586.71

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$	54,650.46
Repairs of passenger cars		27,417.02
Repairs of freight cars		54,156.16
Total	$	136,223.64

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	115,645.04
Water supply		11,701.74
Oil and waste		5,734.19
Locomotive service		88,621.76
Passenger train service		24,710.71
Passenger train supplies		8,061.31
Freight train service		50,240.21
Freight train supplies		11,057.19
Mileage of freight cars (debit balance)		11,491.75
Telegraph expenses (maintenance and operating)		17,178.60
Damage and loss of freight and baggage		5,047.00
Damage to property and cattle		10,454.96
Personal injuries		4,299.32
Agents and station service		87,315.63
Station supplies		10,204.47
Total	$	461,763.88

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	52,335.74
Legal expenses		15,347.28
Insurance		4,625.07
Outside agencies and advertising		10,575.75
Contingencies		24,537.12
Taxes in Iowa		60,624.16
Total	$	168,045.12
Rentals		773,652.35
Total	$	941,697.47

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 277,586.71
Maintenance of motive power and cars	136,223.64
Conducting transportation	461,763.88
General expenses, including taxes	168,045.12
*Total operating expenses and taxes	$ 1,043,619.35
Operating expenses and taxes per mile of road ($ 1,043,619.35)	$ 2,595.04
Operating expenses and taxes per train mile run, for trains earning revenue ($1,043,619.35)	.82
Proportion of operating expenses and taxes for Iowa	1,043,619.35
†Expenses of running and management of all trains earning revenue	498,443.36
Percentage of operating, expenses and taxes to earnings	53

GENERAL RECAPITULATION.

Total earnings	$ 1,978,574.22
Total operating expenses and taxes	1,043,619.35
Net earnings above operating expenses and taxes	934,954.87
Net earnings above operating expenses, taxes, and rental	161,302.52

Gross earnings per train mile run 1,268,241, miles $1.56
Net earnings exclusive of rental per train mile run 1,268,241 miles ..... .74
Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

DESCRIPTION OF ROAD.

Length main line of road from C. F. Junction to Mona, Dubuque to Sioux City	402.16
Aggregate length of sidings and other tracks not above enumerated	38.68
Aggregate length of track, computed as single track, exclusive of sidings	402.16
Total length of steel rails in tracks in Iowa, exclusive of sidings	69.22
Total length of iron rails in tracks in Iowa, exclusive of sidings	332.94
Weights per yard, steel, 60 pounds.	
Weights per yard, iron 42 to 61 pounds.	
Gauge of track	4 ft. 8½ in

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:

Dubuque & Sioux City	142.89
Iowa Falls & Sioux City	183.69
Cedar Falls & Minnesota	75.58
Total length of above roads in Iowa	402.16
Total miles road operated by this company in Iowa	402.16

* No allowance made for general salaries, etc.

† In addition to above, we charge Iowa leased lines $37,596 for engines and cars loaned.

STATIONS.

Number of stations on all roads operated by this company	250
Same in Iowa	59
Number of telegraph offices in stations in Iowa	47

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	5,292
Same in Iowa	1,014
Amount paid employes, including officials, on all roads operated by this company	$ 3,015,053.92
Same in Iowa	583,173.39

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	24	3,451
Iron bridges over 100 feet in length	1	110
Wooden truss bridges under 100 feet in length	29	4,930
Wooden trestle and pile	621	50,940

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 20 feet opening or more	1	169
Less than 20 feet opening	17	

BOX CULVERTS IN IOWA.

Timber	20	63
Stone	143	384.75

CATTLE-GUARDS.

Number in Iowa	380

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of trestle work replaced with earth during the year (lineal feet)	240

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
D. & S. C. R. R.	Pile	Wood	Sept., 1881	16
D. & S. C. R. R.	Pile	Wood	Oct., 1881	43
D. & S. C. R. R.	Pile	Wood	Dec., 1881	706
D. & S. C. R. R.	Howe truss	Wood	June, 1882	115
C. F. & M. R. R.	Pile	Wood	Aug., 1881	45
C. F. & M. R. R.	Pile	Wood	Sept., 1881	175
Total				1,100

ROAD-BED AND TRACK.

Number of track sections in Iowa	65
Average length of sections	6.18
Average number of men in each section gang	5
Number of new ties laid in track during the year in Iowa	117,166
Average number of new ties per mile of road	291
New rails laid in track during the year in Iowa, iron, 699.51 tons, miles	7.42
Track laid with second hand rails during the year in Iowa, tons, 1,060.21; miles	18.9

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?
Burlington, Cedar Rapids & Northern Railway, west of Independence.
Burlington, Cedar Rapids & Northern Railway, west of Cedar Falls.
Central Iowa Railroad, west of Ackley.
Burlington, Cedar Rapids & Northern Railway, east of Iowa Falls.
Chicago & Northwestern Railway, west of Webster City.
Minneapolis & St. Louis Railway, west of Ft. Dodge.
Sioux City & Pacific Railroad, at Sioux City.
Dubuque & Dakota Railroad, north of Waverly.
Chicago, Milwaukee & St. Paul Railway, south of Charles City.
Des Moines & Ft. Dodge Railroad, at Tara.

What railroads cross your road, either over or under, and at what locality?
Chicago, Milwaukee & St. Paul Railway, west of Delaware, under.

Number of highway crossings at grade	408
Number of highway crossings at which there are flagmen	5
Number of highway crossings over railroad	3
Number of highway crossings under railroad	8
Number of highway bridges 18 feet above track	3
Number of highway bridges less than 18 feet above track	None.

FENCING IN IOWA.

How many miles of fencing have you on your road 52.38

ROLLING STOCK.

	LEASED.	OWNED.	TOTAL.
Number of locomotives	16	29	45
Number of passenger cars	9	7	16
Number of baggage, mail, and express cars	5	9	14
Number of parlor and sleeping cars		3	3
Number of box freight cars; Number of stock cars; Number of platform cars; Number of coal cars	206	1,016	1,222
Total			1,255

Maximum weight of locomotives and tenders, tons	67
Average weight of locomotives and tenders, tons	55
Number of locomotives equipped with train brake	12
Kind of brake, Westinghouse air brake.	
Maximum weight of passenger cars, tons	25
Average weight of passenger cars, tons	21
Number of cars equipped with train brake	33
Kind of brake, Westinghouse air brake.	
Number of passenger cars equipped with Miller platform and buffer	33

The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, 30 tons; 140 tons.

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	370,805
Miles run by freight trains during the year	897,436
Miles run by switching trains during the year	158,308
Miles run by other trains during the year	24,343
Total train mileage	1,450,892

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	4.24
Average weight of passenger trains, exclusive of passengers, tons	120
Average number of cars in freight trains	10.39
Average weight of freight trains, exclusive of freight, tons	155

PASSENGER TRAFFIC.

Number of through passengers carried	41,729
Number of local passengers carried	365,988
Total number of passengers carried	407,717
Total passenger mileage, or passengers carried one mile	20,125,900
Average distance traveled by each passenger	49.30
Average amount received from each passenger	$ 1.44
Average rate of fare per mile for all passengers, cents	2.92

FREIGHT TRAFFIC.

Number of tons of through freight carried	291,838
Number of tons of local freight carried	322,210
Total tons of freight carried	614,048
Total freight mileage, or tons carried one mile	78,560,200
Average rate per ton per mile received for all freight	$ 1.68
Average rate per ton per mile received from freight to and from other roads	1.60
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa	35

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	9,768,185
Number of miles run by loaded freight cars in work trains	235,681
Number of miles run by empty freight cars east and south	3,036,572
Percentage of empty freight cars hauled both ways	23.7

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles	22
Rate of speed of freight trains, including stops, miles	11

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	132,901	21.6
Flour	8,665	1.4
Provisions (beef, pork, lard, etc.)	2,627	.4
Animals	68,820	11.2
Other agricultural products	25,680	4.2
Lumber and forest products	123,265	20.1
Coal	89,627	14.6
Salt	7,793	1.3
Oil of all kinds	5,332	.9
Manufactures—articles shipped from point of production	8,519	1.4
Merchandise, and other articles not enumerated above	140,819	22.9
Total tons carried	614,048	100

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE AT DUBUQUE, IOWA, FOR THE YEAR ENDING JUNE 30TH, 1882.

West bound, number of tons	108,375
East bound, number of tons	183,463
Total tons	291,838

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company. We receive about $20,500 per annum.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? All transportation lines can use these roads on payment of the usual rates. We have no contracts with any of them.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Illinois Central and Pullman sleeping cars. The usual rates for sleeping car accommodations.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangements by which these cars run on your road, the terms, and who receives the earnings. We pay usual mileage for Pullman cars; that company receives the earnings.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? About $34,000 per annum.

What amount have you paid for receiving and delivering mail to and from stations on your road? At Dubuque, $650 per annum; at Sioux City, $270 per annum.

TELEGRAPH.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Co.; 402.16 miles.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1882.

KILLED.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.				
July	26	D. P. Geary, brakeman		Fell out end of car.
August	10	B. F. Hong, brakeman		Coupling freight cars.
September	1	I. B. Gaines, brakeman		Fell off freight cars.
October	6	L. Harris, citizen		Walking across track.
October	20	A. Moran, citizen		Struck by St. Paul train.
December	30	D. Whalen, yard switchman		Uncoupling moving cars.
1882.				
March	16	Jno. Flanner, citizen		Walking on track.
March	27	H. D. Burke, yard switchman		Uncoupling cars in motion.
May	10	W. McDaniels, citizen		Walking or lying on track.
May	27	E. Ebert, citizen		Run over by hand car.
June	6	Hattie Johnson, a child three years old		Crawling under freight cars.
June	14	Pat. McAvoy, citizen		Walking on track.
June	24	W. E. Orris, brakeman		Uncoupling moving freight cars.

INJURED.

1881.				
July	5	E. Wright, brakeman		Coupling freight cars; side bruised.
July	16	John Bell, engineer		Fell from engine; right leg contused.
August	6	A. Heyward, boy 12 years old		Climbing between freight cars; foot crushed.
September	8	E. E. Warren, agent		Coupling freight cars; right hand bruised.
September	22	W. Boylston, brakeman		Fell from top of freight cars; body bruised.
September	30	G. D. Pratt, brakeman		Coupling freight cars; collar bone broken.
October	21	D. Kelsey, brakeman		Fell off car; arm broken.
November	8	F. Haney, brakeman		Uncoupling freight cars; flesh wound on hand.
December	5	A. S. Miller, brakeman		Coupling freight cars; arm broken.
December	5	John Welsh, brakeman		Coupling freight cars; arm dislocated.
December	16	W. Cunningham, yard switchman		Coupling passenger cars; back and breast hurt.
December	22	W. Mitchell, brakeman		Fell off cars; shoulder sprained.
1882.				
January	11	O. Leotze, citizen		Walking on bridge; leg broken.
January	19	J. W. Smith, brakeman		Coupling engine to freight cars; body squeezed.
February	9	L. Hall, passenger		Climbing moving train; face scratched.

REPORT OF ACCIDENTS—CONTINUED.

INJURED.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882.				
February	17	C. B. Miller, brakeman		Coupling freight cars; back sprained.
February	20	Jams McCue, brakeman		Coupling freight cars; hip bruised.
March	28	W. S Wiley, fireman		Jumped from engine; hand sprained.
April	12	D. Herdnot, yard swithchman		Uncoupling freight cars; two fingers bruised.
April	21	A. Becker, citizen		Moving freight cars on side track; arm and body bruised.
April	28	A. Young, tramp		Climbing on train; foot contused.
May	2	A. J. Lawyer, passenger		Climbing moving train; foot contused.
May	20	W. Yuzer, brakeman		Defective car ladder; back and hip bruised.

TABULAR STATEMENT OF ACCIDENTS.

CAUSE OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Collisions	....	....	....	....	1	....
Coupling cars	..	1	....	....	10	....
Uncoupling cars in motion	....	3	....	....	2	....
Falling from trains	....	2	....	..	4	....
Getting on and off trains	....	....	..	2	....	....
Highway crossings	....	....	1	....	....	....
Miscellaneous	....	....	1	....	....	2
Stealing rides	....	....	....	....	....	1
Trespassers on track	....	....	5	....	....	1
Total	....	6	7	2	17	4

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	13
Number of persons injured during the year	23
Number of persons killed or injured while intoxicated	4
Number of trespassers on track killed or injured	6
Number of tramps or others stealing rides killed or injured	1

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

W. K. Ackerman, President, and John C. Welling, Auditor of the Illinois Central Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of the company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed) W. K. ACKERMAN.
J. C. WELLING.

Subscribed and sworn to before me, this 29th day of August, A. D. 1882.

[L. S.] JOHN DUNN,

Commissioner for the State of Iowa in the State of Illinois, residing in the State of Illinois.

Received and filed in the office of the Commissioners of Railroads, this 30th day of August, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CEDAR FALLS & MINNESOTA RAILROAD

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association....	$ 2,550,000.00	
Amount authorized by vote of company.....		$ 1,586,500.00
Amount issued, number of shares; amount paid in		1,586,500.00
Total amount paid in as per books of the company.....		1,586,500.00

Amount of stock per mile of road.....	$ 20,991.00
Amount of stock representing the road in Iowa.	All.
Amount of stock held in Iowa.....	None.
Total number of stockholders.....	90
Number of stockholders in Iowa.....	None.

DEBT.

Funded debt as follows:

Bonds due 1884; rate of interest, 7 per cent.....		$ 210,000.00
Interest paid on same during the year.....	$ 14,700.00	
Bonds due 1907; rate of interest, 7 per cent.....		1,377,000.00
Interest paid on same during the year.....	96,390.00	
Total amount of funded debt.....		$ 1,587,000.00
Total amount of debt liabilities.....		$ 1,587,000.00

Amount of debt per mile of road	$ 20,997.62
Total amount of stock and debt.....	3,173,500.00
Amount of stock and debt per mile of road.....	41,988.62

COST OF ROAD AND EQUIPMENT.

Total expended for construction..... $ 3,173,500.00

Average cost of construction per mile of road (75.58 miles.)..... $ 41,988.62

Proportion of cost of construction for Iowa. All in Iowa.

GENERAL EXHIBIT.

Total earnings, fixed rental at $1,500 per mile	$	113,370.00
Total expenses, including taxes		1,411.31
Net earnings		111,958.69
Interest on funded debt		111,090.00
Interest paid on funded debt		111,090.00
Dividends declared (per cent). None.		
Balance for the year		868.69
Income from other sources than rental. None.		
Total income from all sources for the year	$	113,370.00

SURPLUS.

The amount invested in railroad stocks	$	1,580.00
Give the name of each road, and the number of shares owned in each of them and the par value of shares:		
Minnesota & Southwestern R. R., stock		1,580.00
The amount of its own bonds owned by the company		114,000.00
Cash in sinking fund		11,853.31

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS, DECEMBER 31, 1881.

DEBIT.

Construction	$	3,173,500.00
Central Trust Co., New York		11,853.31
Sinking fund		10,866.42
Lands and lots		2,591.04
Minnesota & Southwestern Railroad stock		1,580.00
Cash with New York agents to pay coupons, due Jan. 1, 1882		38,817.00
Cash in Dubuque		23.88
Total	$	3,239,231.65

CREDIT.

Capital stock	$	1,586,500.00
Bonds		1,473,000.00
Bonds in sinking fund, Central Trust Company, trustee		100,000.00
Bonds in agent's hands, New York		14,000.00
Cash in sinking fund, Central Trust Company, trustee		11,853.31
Coupons, monthly interest on $210,000 bonds not due, credited 1871		2,450.00
Donations at time of construction		3,233.34
Income account		48,195.00
Total	$	3,239,231.65

BALANCE SHEET AS WOULD HAVE BEEN SHOWN HAD BOOKS BEEN CLOSED JUNE 30, 1882.

DEBIT.

Construction	$ 3,173,500.00
Central Trust Company, New York	11,853.31
Sinking fund	10,376.42
Lands and lots	2,588.44
Minnesota & Southwestern Railroad stock	1,580.00
Total	$ 3,199,898.17

CREDIT.

Capital stock	$ 1,586,500.00
Bonds	1,473,000.00
Bonds in sinking fund, Central Trust Company, trustee	100,000.00
Bonds in agent's hands, New York	14,000.00
Cash in sinking fund, Central Trust Company, trustee	11,853.31
Coupons, monthly interest on $210,000, bonds not due, credited in 1871	2,450.00
Donations at time of construction, 1869	3,233.34
Agents in New York	8,140.99
Commercial National Bank	10.19
Income account	710.34
Total	$ 3,199,898.17

DESCRIPTION OF ROAD.

Length main line of road from Cedar Falls to Mona, miles... 75.58

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—John S. Kennedy, New York City.
Secretary—C. H. Booth, Dubuque, Iowa.
Treasurer—C. H. Booth.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

John S. Kennedy, 63 William Street, New York.
D. Willis James, New York.
J. Kennedy Tod, New York.
O. H. Northcote, New York.
Jas. A. Roosevelt, New York.

Date of annual meeting of stockholders, second Monday in April.
Fiscal year of company from January 1st to December 31st, inclusive.
General offices of the company are located at Dubuque, Iowa.

STATE OF IOWA, }
COUNTY OF DUBUQUE. } ss.

C. H. Booth, Secretary and Treasurer of the Cedar Falls and Minnesota Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) C. H. BOOTH,
Secretary and Treasurer.

Subscribed and sworn to before me, this 26th day of September, A. D. 1882.

[L. S.] ED. W. DUNCAN,
Notary Public of Iowa, in and for Dubuque county.

Received and filed in the office of the Commissioners of Railroads, this 28th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

DUBUQUE & SIOUX CITY RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association...	$ 6,000,000.00	
Amount authorized by vote of the company....	5,000,000.00	
Amount issued, number of shares, 49,993; amount paid in...		$ 4,999,300.00
Amount paid in on shares not issued, number of shares, scrip		650.63
Amount of preferred stock outstanding.....		100.00
Amount of scrip preferred....		143.82
Scrip and preferred stock supposed to be lost and deposit of $243.82 made in U. S. Trust Co., to redeem if ever presented.		
Total amount paid in as per books of the company.....		$ 5,000,194.45

Amount of stock per mile of road	$ 35,039.90
Amount of stock representing the road in Iowa. All in Iowa.	
Amount of stock held in Iowa	30,200.00
Total number of stockholders.....	394
Number of stockholders in Iowa.....	7

DEBT.

Funded debt as follows:		
Bonds due 1883, rate of interest 7 per cent.....		$ 286,000.00
Interest paid on same during the year	$ 20,020.00	
Bonds due 1894, rate of interest 7 per cent		586,000.00
Interest paid on same during the year..	$ 410.20	
Total amount of funded debt.....		$ 872,000.00
Contingent liability as guarantor of bonds or debts of other roads:		
$630,000 of bonds dated July 1, 1879, and running forty years at 6 per cent interest, as guaranteed by this company.		
Total amount of debt liabilities.....		$ 872,000.00

Amount of debt per mile of road.....	$ 6,110.72
Total amount of stock and debt.....	5,872,194.45
Amount of stock and debt per mile of road.....	41,150.62

GENERAL EXHIBIT.

Total earnings (rental of 36 per cent of gross earnings)*	$ 366,000.00
Total expenses, including taxes	6,098.83
Net earnings	359,901.17
Interest on funded debt	61,040.00
Interest paid on funded debt	61,040.00
Dividends declared (6 per cent), 2 of 3 per cent each	297,930.00
Balance for the year	913.17
Total income from all sources for the year	$ 366,000.00

SURPLUS.

The amount invested in railroad bonds, the number of bonds, and the par value of each, the name of each road, and the amount invested in the bonds of each:

Dubuque & Dakota R. R. Co., bonds	$ 4,000.00

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS DECEMBER 31, 1882.

DEBIT.

Railroad and appurtenances	$ 5,621,112.71
Iowa Land & Loan Company stock	260,819.40
Dubuque & Dakota R. R. Co	33,383.16
Dubuque & Dakota R. R. Co. bonds	15,000.00
Loans receivable	40,000.00
U. S. Trust Co	243.82
Illinois Central R. R. Co	29,652.22
M. K. Jessup, President	16,537.76
Funds in bank at Dubuque (Commercial National)	10.79
Total	$ 6,016,759.86

CREDIT.

Capital stock, common	$ 4,999,300.00
Capital stock, fractional share scrip, common	650.62
Capital stock, preferred	100.00
Capital stock, fractional share scrip, preferred	143.82
Dividend scrip, Nos. 1, 2, and 3	94.05
First mortgage bonds	295,500.00
Construction bonds, middle division	586,000.00
Iowa Land & Loan Co	15,612.50
Unclaimed dividends	17,089.81
Unpaid coupons	1,135.74
Income account	101,133.32
Total	$ 6,016,759.86

*Small unadjusted balance due, full settlement being made at the end of calendar and fiscal year of the company.

BALANCE SHEET OF D. & S. C. R. R. CO'S BOOKS AS WOULD HAVE APPEARED HAD BOOKS BEEN CLOSED JUNE 30, 1882.

DEBIT.

Railroad and appurtenances	$ 5,621,112.71
Iowa Land & Loan Co. stock	260,819.40
Dubuque & Dakota R. R. Co	45,284.16
Dubuque & Dakota R. R. Co. bonds	4,000.00
Loans receivable	65,000.00
U. S. Trust Co	243.82
M. K. Jessup, President	2,447.84
Cash in bank at Dubuque (Commercial National)	23.72
Total	$ 5,988,931.65

CREDIT.

Capital stock	$ 4,999,300.00
Capital stock, fractional share scrip, common	650.62
Capital stock, preferred	100.00
Capital stock, fractional share scrip, preferred	143.82
Dividend scrip, Nos. 1, 2, and 3	94.05
First mortgage bonds	286,000.00
Construction bonds, middle division	586,000.00
Iowa Land & Loan Co	15,612.50
Unpaid coupons	1,135.74
Unclaimed dividends	10,648.81
Iowa Homestead Co	295.00
Income account	88,961.11
Total	$ 5,988,931.65

DESCRIPTION OF ROAD.

Length main line of road from Dubuque to Iowa Falls, miles	142.70

ADDITIONAL QUESTIONS.

LANDS—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from the congressional grants? Full grant.

State the number of acres sold? The company has sold all its lands.

State the amount received from sales? I have not the books of the trustees and cannot state answer to questions in relation to disposal of lands.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Morris K. Jessup, 52 Williams St., New York.
Vice-President—James A. Roosevelt, New York.
Secretary—C. H. Booth, Dubuque, Iowa.
Treasurer—Jno. B. Dumont, New York.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Morris K. Jessup, New York City.
James A. Roosevelt, New York City.
D. Willis James, New York City.
Jno F. Slater, Norwich, Connecticut.
Abram S. Hewitt, New York.
J. Pierpont Morgan, New York.
Lorenzo Blackstone, Norwich, Connecticut.
Mason Thompson, New York.
S. H. Herriman, New York.

Date of annual meeting of stockholders, second Monday in February.
Fiscal year of company ends December 31st.
General offices of the company located at Dubuque, Iowa.

STATE OF IOWA, }
COUNTY OF DUBUQUE. } ss.

I, C. H. Booth, Secretary of the Dubuque & Sioux City, Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) C. H. BOOTH,
[S. L. OF R. R.] *Secretary.*

Subscribed and sworn to before me, this 27th day of September, A. D. 1882.
[L. S.] ED. W. DUNCAN,
Notary Public of Iowa in and for Dubuque County.

Received and filed in the office of the Commissioners of Railroads, this 29th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

IOWA FALLS & SIOUX CITY RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	$ 6,000,000.00
Amount authorized by vote of the company. No vote on the question.	
Amount issued, number of shares, 46,250; amount paid in	4,625,000.00
Amount of common stock issued	4,625,000.00
Capital stock now outstanding	4,623,500.00
Total amount paid in as per books of the company	$ 4,625,000.00

Amount of stock per mile of road	$	25,170.12
Amount of stock representing the road in Iowa.		4,623,500.00
Amount of stock held in Iowa		59,500.00
Total number of stockholders		364
Number of stockholders in Iowa		13

DEBT.

Funded debt as follows:

First mortgage bonds due October 1, 1917, rate of interest 7 per cent	$ 2,947,500.00
Interest paid on same during the year	
Total amount of funded debt	$ 2,947,500.00
Total amount of floating debt	144,474.82
Total amount of debt liabilities	$ 3,091,974.82

Amount of debt per mile of road	$	16,832.57
Total amount of stock and debt		7,715,474.82
Amount of stock and debt per mile of road		42,002.69

COST OF ROAD AND EQUIPMENT.

Total expended for construction	$ 7,585,000.00
Average cost of construction per mile of road (183.69 miles)	$ 41,292.40
Proportion of cost of construction for Iowa	7,585,000.00

GENERAL EXHIBIT.

Total income	$ 1,035,696.86
Total expenses, including taxes	6,037.00
Net income	$ 1,029,659.86
Interest accruing during the year	207,596.47
Interest paid during the year	
Interest on funded debt	206,325.00
Interest paid on funded debt	
Interest on floating debt	1,271.47
Interest paid on floating debt	
Dividends declared, six per cent	277,410.00
Balance for the year—surplus	544,653.39
Balance at commencement of the year—surplus	421,684.83
Balance at the close of the year, June 30, 1882—surplus	966,338.22
Total income from all sources for the year	$ 1,035,696.86

ANALYSIS OF INCOME.

Rents received for use of road:	
Rental and drawback under lease	$ 298,784.79
From land department	697,500.00
From dividends on Mo. Valley Land Company stock	1,540.00
From interest on loans	35,429.35
Account rental previous years	2,442.72
Total income from all sources	$ 1,035,696.86
Proportion of income for Iowa	$ 1,035,696.86

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

GENERAL EXPENSES.

Salaries of general officers	$ 3,085.04
General expenses and clerk hire	2,951.96
Total	$ 6,037.00

GENERAL RECAPITULATION.

Total income	$ 1,035,696.86
Total expenses and taxes	6,037.00
Net income above expenses and taxes	$ 1,029,659.86
Net income above expenses, taxes, and interest	822,063.39
Percentage of net income to stock and debt	10.65
Percentage of net income to cost of road	10.84

SURPLUS.

Surplus at the commencement of the year		$ 421,684.83
Surplus at the close of the year		966,338.22
The amount invested in stocks		8,800.00
Give the name of each road, and the number of shares owned in each of them and the par value of shares: Missouri Valley Land Company, 220 shares, par value, $50 per share.		
Amount in hands of treasurer and assistant treasurer		261,434.20
The amount invested in railroad bonds, the number of bonds, and the par value of each, the name of each road, and the amount invested in the bonds of each:		
Improvement and protection fund, invested in the company's bonds	$ 127,821.25	
In loans drawing interest and in cash	674,045.31	
		801,866.56
Amount absorbed in construction		14,000.00
Amount in balances from other roads		24,712.28
		$ 1,110,813.04
Deduct unfunded indebtedness		144,474.82
		$ 966,338.22

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Construction	$ 7,585,000.00
Improvement and protection fund	801,866.56
Stock of Missouri Valley Land Company	8,800.00
Cash	161,434.20
Illinois Central Railroad Company	24,712.28
Total	$ 8,681,813.04

CREDIT.

Capital stock	$ 4,623,500.00
Funded debt	2,947,500.00
Unfunded debt:	
Interest unpaid	105,070.00
Accounts payable	39,404.82
Profit and loss balance	966,338.22
Total	$ 8,681,813.04

DESCRIPTION OF ROAD.

Length main line of road from Iowa Falls to Sioux City, Iowa	183.69
Total length of road belonging to this company	183.69
Weight per yard, iron rails 56 pounds.	
Gauge of track	4 ft. 8½ in.

ADDITIONAL QUESTIONS.

LAND—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from the congressional grants	683,076.55
State the number of acres yet to inure to your company from congressional grants. Not known.	
State the average price at which these lands have been sold or contracted by the company $	6.76
State the number of acres sold	583,265.64
State the amount received from sales $	1,513,202.56
State the amount unpaid on outstanding contracts	1,006,255.45
State the gross amount received from sales, contracts, forfeited contracts, etc., up to June 30, 1882	3,122,864.29
State the amount expended in sale and management of lands	279,874.33
State the amount of taxes paid on lands	613,160.72
State the amount realized from the sale of lands above the expenses incurred in the management and taxes	2,229,829.24

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Horace Williams, Cedar Rapids, Iowa.
Vice-President—J. Van Deventer, Cedar Rapids, Iowa.
Secretary—P. E. Hall, Cedar Rapids, Iowa.
Treasurer—David P. Kimball, Boston, Massachusetts.
Assistant Treasurer—J. Van Deventer, Cedar Rapids, Iowa.
Land Commissioner—J. Van Deventer, Cedar Rapids, Iowa.
Auditor Land Department—P. E. Hall, Cedar Rapids, Iowa.
Auditor—Henry V. Ferguson, Cedar Rapids, Iowa.
Register of Lands—Chas. H. Clark, Cedar Rapids, Iowa.
Register of Stock—David P. Kimball, Boston, Massachusetts.
Attorneys—Joy & Wright, Sioux City, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Fred. L. Ames, North Easton, Massachusetts,
Oliver Ames, North Easton, Massachusetts.
John I. Blair, Blairstown, New Jersey.
D. C. Blair, Belvidere, New Jersey.
David P. Kimball, Boston, Massachusetts.
James Van Deventer, Clinton Iowa.
Horace Williams, Clinton, Iowa.

Date of annual meeting of stockholders, third Wednesday in May.
Fiscal year of company ends, March 31st.
General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA, }
COUNTY OF LINN. } ss.

P. E. Hall, Secretary, and Henry V. Ferguson, Auditor, of the Iowa Falls & Sioux City Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed) P. E. HALL.
[L. S. OF R. R.] HENRY V. FERGUSON.

Subscribed and sworn to before me, this 8th day of September, A. D. 1882.

[L. S.] CHAS. H. CLARK,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

MINNEAPOLIS & ST. LOUIS RAILWAY COMPANY.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association...$	20,000,000.00	
Amount authorized by vote of the company....	10,000,000.00	
Amount issued, number of shares 95,887; amount paid in.....$		
Amount of common stock issued.....		5,588,700.00
Amount of preferred stock issued, and conditions of preferment.....		4,000,000.00
Preferred stock receives seven per cent per annum dividends out of any money available for that purpose, before the common receives any dividend. All the stock of this company issued was issued to take up and retire the stock of the consolidating companies.		
Total amount paid in as per books of the company.....$		9,588,700.00

Amount of stock per mile of road.....$	27,396.00
Amount of stock representing the road in Iowa.	3,780,648.00
Amount of stock held in Iowa. Not known.	
Total number of stockholders.....	197
Number of stockholders in Iowa. Not known.	

DEBT.

Funded debt as follows:

First mortgage bonds, due 1907; rate of interest 7 per cent....		$ 455,000.00
Interest paid on same during the year	$ 31,850.00	
First mortgage bonds, due 1927; rate of interest 7 per cent....		950,000.00
Interest paid on same during the year.....	$ 66,500.00	
First mortgage bonds, due 1907; rate of interest 7 per cent....		280,000.00
Interest paid on same during the year.....	$ 19,600.00	
First mortgage bonds, due 1909; interest, 7 per cent.....		1,015,000.00
Interest paid.....	$ 71,050.00	
First mortgage bonds, due 1910; interest, 7 per cent.....		123,000.00
Interest paid.....	$ 8,610.00	
First mortgage bonds, due 1910; interest, 7 per cent.....		636,000.00
Interest paid.....	$ 44,520.00	
First mortgage bonds, due 1920; interest, 6 per cent.....		930,000.00
Interest paid.....	$ 55,800.00	
First mortgage bonds, due 1890; interest, 7 per cent.....		500,000.00
Interest paid.....	$ 35,000.00	
First mortgage bonds, due 1901; interest, 6 per cent.....		100,000.00
Interest paid.....	$ 6,000.00	
First mortgage bonds, due 1932; interest, 6 per cent.....		800,000.00
Interest paid.....	$ 48,000.00	
Total amount of funded debt.....		$ 5,789,000.00

Floating debt:

Incurred for construction.....	$ 245,146.01	
Incurred for equipment.....	1,437,855.74	
Incurred for real estate.....	69,500.00	
Total amount of floating debt.....		1,752,501.75
Total amount of debt liabilities		$ 7,541,501.75

Amount of debt per mile of road	$ 21,514.99	
Total amount of stock and debt	17,130,201.75	
Amount of stock and debt per mile of road....	48,873.61	

COST OF ROAD AND EQUIPMENT.

Total expended for construction	$ 14,462,626.43
Average cost of construction per mile of road (350½ miles)...	41,262.84
Proportion of cost of construction for Iowa.....	5,694,271.92

COST OF EQUIPMENT.

Locomotives		$ 742,867.65
Passenger, mail, baggage, and express cars.....		1,341,042.97
Parlor, dining, and sleeping cars		
Freight and other cars.....		
Wrecking cars, pile-drivers, and tools		4,493.48
Total for equipment		2,088,404.10
Average cost of equipment per mile of road operated by company (350½ miles)...		5,958.35.7
Proportion of cost of equipment for Iowa.....	$ 822,253.68	
Total cost of road and equipment		$ 16,551,030.53
Average cost of road and equipment per mile (350½ miles)....		50,902.00
Proportion of cost of road and equipment for Iowa		6,535,567.22
Average cost of road and equipment per mile in Iowa (350½ miles)		46,351.54

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading		$ 208,769.02
Bridging and masonry		72,796.94
Superstructure, including rails		1,331,810.48
Land, land damages, and fences		121,935.19
Passenger and freight stations, coal sheds, and water stations.		52,653.69
Engine houses, car sheds and turn tables		3,124.73
Machine shops, including machinery and tools		100,141.79
Engineering, agencies, salaries, and other expenses during construction		25,464.11
Miscellaneous items		31,293.17
Discount on bonds sold		170,250.00
Total for construction		$ 2,118,239.12

EQUIPMENT.

Locomotives, number	31	$ 568,435.07
Passenger, mail, baggage, and express cars, number	19	87,446.14
Freight and other cars, number	678	604,405.77
Total for equipment		$ 1,260,286.98
Total expenditures charged to property accounts		$ 3,378,526.10
Net addition to property account for the year		$ 1,848,058.47

GENERAL EXHIBIT.

Total earnings	$ 1,453,878.48
Total expenses, including taxes	1,175,406.20
Net earnings	278,472.28
Interest accruing during the year	489,219.76
Interest paid during the year	489,219.76
Interest on funded debt	386,930.60
Interest paid on funded debt	386,930.00
Interest on floating debt	102,289.76
Interest paid on floating debt	102,289.76
Total income from all sources for the year	$ 1,453,878.48

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 161,954.54	
From through passengers	99,671.92	
From all passengers and extra baggage		$ 261,626.46
From express		10,824.13
From mails		23,144.62
From other sources, passenger department		
Total earnings, passenger department		$ 295,595.21
Earnings per train mile run (264,550 miles)	$1.11.36	
Earnings, freight:		
From local	$ 663,415.69	
From through	444,967.89	
From other sources, freight department	46,899.69	
Total earnings, freight department		1,158,283.27
Earnings per train mile run (884,007 miles)	$ 1.31.03	
Total transportation earnings		$ 1,453,878.48
Earnings per train mile run, from all trains earning revenue (1,148,557 miles)	$ 1.26.6	
Earnings per mile of road operated (350½ miles)	4,148.01	
Proportion of earnings for Iowa		347,404.25
Total income from all sources		$ 1,453,878.48
Proportion of income for Iowa	$ 347,404.25	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 182,842 02
Repairs of bridges, including culverts and cattle-guards	15,605.31
Repairs of fences, road-crossings, and signs	888.38
Repairs of buildings, stations, and water-tanks	6,764.40
Total	$ 206,100.11

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 76,952.21
Repairs of passenger and freight cars	97,706.48
Total	$ 174,658.69

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel		$ 194,984.56
Water supply		10,706.73
Oil and waste		14,219.82
Locomotive service		118,292.95
Train service and supplies		98,837.22
Mileage of freight cars (debit balance)		11,291.98
Telegraph expenses (maintenance and operating)		23,981.65
Damage and loss of freight and baggage		10,751.73
Damage to property and cattle		12,696.86
Personal injuries		8,827.56
Agents and station service and supplies		159,505.25
Total		$ 664,096.31

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 51,904.48
Legal expenses		7,502.60
Insurance		10,106.54
Stationery		437.40
Outside agencies, advertising, and printing		13,179.77
Contingencies		12,378.99
Taxes in Iowa	$ 6,110.54	
Taxes in other States	28,930.77	
Total taxes		35,041.31
Total		$ 130,551.09

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 206,100.11
Maintenance of motive power and cars	174,658.69
Conducting transportation	664,096.31
General expenses, including taxes	130,551.09
Total operating expenses and taxes	$ 1,175,406.20
Operating expenses and taxes per mile of road	$ 3,353.51
Operating expenses and taxes per train mile run, for trains earning revenue (1,578,685 miles)	.74.46
Proportion of operating expenses and taxes for Iowa	458,745.98
Expenses of running and management of all trains earning revenue	1,175,406.20
Percentage of expenses to income	.80.82

GENERAL RECAPITULATION.

Total income	$ 1,453,878.48
Total operating expenses and taxes	1,175,406.20
Net income above operating expenses and taxes	278,472.28
Net income above operating expenses, taxes, interest, and rental (deficit)	210,747.48
Gross income per train mile run (1,578,685 miles)	.92.16

Net income per train mile run. None.

Are charges for the transportation of the company's supplies included in the earnings as reported for your road?. No.

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1882.

DEBIT.

Cash	$ 102,474.63
Material and supplies	156,836.75
Construction account	17,841,152.53
Due from agents and companies	95,326.46
Interest on bonds	423,141.83
Total	$ 18,618,932.20

CREDIT.

Vouchers and accounts	$ 1,360,130.57
Capital stock	9,588,700.00
Funded debt	5,789,000.00
Bills payable	1,752,501.75
Profit and loss	128,599.88
Total	$ 18,618,932.20

DESCRIPTION OF ROAD.

Length main line of road from Minneapolis to Norman, miles,	122
Length of main line of road in Iowa, Norman to Angus	138
Branches owned by this company:	
Coal Branch, Kalo Junction to Kalo, Iowa	3
Minneapolis to White Bear	15
Wyoming to Taylor's Falls (21 miles, half)	10.5
Hopkins to Winthrop	62
Total length of branches owned by this company	90.5
Total length of branches belonging to this company in Iowa	3
Total length of road belonging to this company, miles	350.5
Aggregate length of sidings and other tracks not above enumerated. Cannot state.	
Same in Iowa. Cannot state.	
Aggregate length of track computed as single track, exclusive of sidings	350.5
Same in Iowa	141
Total length of rails in tracks in Iowa, exclusive of sidings. Weights per yard, iron, 50 pounds.	All iron.
Gauge of track (standard)	4 ft., 8½ in.
Total miles of road operated by this company	350½
Total miles road operated by this company in Iowa	141

STATIONS.

Number of stations on all roads owned by this company	46
Same in Iowa	14
Number of stations on all roads operated by this company	46
Same in Iowa	14
Number of telegraph offices in stations in Iowa	14

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	2,688
Amount paid employes, including officials, on all roads operated by this company	$ 922,469.04

Same in Iowa. Cannot give it.

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	1	163
Combination bridges over 100 feet in length	3	360
Combination bridges under 100 feet in length	3	198
Wooden trestle and pile	70	4,805

BOX CULVERTS IN IOWA.

Timber	166
Stone, tile	25

CATTLE-GUARDS.

Number of in Iowa	87

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet, B. M.)	73,462

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
Webster county	Trestle	Wood	1882	128
Webster county	Trestle	Wood	1882	48
Webster county	Trestle	Wood	1882	64
Webster county	Trestle	Wood	1882	144
Webster county	Trestle	Wood	1882	48
Webster county	Trestle	Wood	1882	84
Total				516

Give the average number of years the trestle and pile bridges last on your road in Iowa. None worn out.

Give the average number of years that wooden truss bridges last on your road in Iowa. None worn out.

ROAD-BED AND TRACK.

Number of track sections in Iowa	26
Average length of sections, miles	5
Average number of men in each section gang	4
Number of new ties laid in track during the year in Iowa	3,500

What is the average number of years that ties last in your track in Iowa? Not in use long enough to obtain a fair average.

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Milwaukee & St. Paul R. R., at Britt.
Chicago & Northwestern R. R., at Vernon.
Burlington, Cedar Rapids & Northern R. R., at Livermore.
Illinois Central R. R., at Ft. Dodge.
Chicago & Northwestern R. R., at Ogden.
Des Moines & Fort Dodge R. R., at Angus.

What railroads cross your road, either over or under, and at what locality?

Chicago & Northwestern R. R., at Humboldt, over.
Chicago & Northwestern R. R., at Dayton, under.

Number of highway crossing at grade	86

FENCING IN IOWA.

How many miles of fencing have you on your road	17
What is the average cost per rod	.85
What is the total cost of same	$ 4,624.00

ROLLING STOCK.

	OWNED.	TOTAL.
Number of locomotives	69	69
Number of passenger cars	18	18
Number of baggage, mail, and express cars	7	7
Number of box freight cars	1,192	1,192
Number of stock cars	53	53
Number of platform cars	163	163
Number of coal cars	498	498
Number of other cars, including caboose	30	30
Total		1,961

Maximum weight of locomotives and tenders, tons	61
Average weight of locomotives and tenders, tons	58
Number of locomotives equipped with train brake	20
Kind of brake, Westinghouse air.	
Number of cars equipped with train brake	25
Kind of brake, Westinghouse air.	
Number of passenger cars equipped with Miller platform and buffer	25

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year, Iowa, 53,316, Minnesota, 201,888	255,204
Miles run by freight and mixed trains during the year, Iowa, 172,677, Minnesota, 627,221	799,898
Miles run by switching trains during the year	93,455
Miles run by work trains during the year	430,128
Total train mileage	1,578,685

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	3
Average number of cars in freight trains	20

PASSENGER TRAFFIC.

Number of through passengers carried	65,657
Number of local passengers carried	174,944
Number of special ticket passengers carried	3,215
Total number of passengers carried	243,816
Total passenger mileage, or passengers carried one mile	9,132,318
Average distance traveled by each passenger, miles	37.4
Average amount received from each passenger	$ 1.07.3
Highest rate of fare per mile for any distance, cents	4.4
Average rate of fare per mile for all passengers, cents	2.8

FREIGHT TRAFFIC.

Number of tons of through freight carried	523,398
Number of tons of local freight carried	444,419
Total tons of freight carried	967,817
Total mileage of through freight, tons carried one mile	77,075,607
Total mileage of local freight, tons carried one mile	65,452,581
Total freight mileage, or tons carried one mile	142,528
Average rate per ton per mile received for through freight, cts.	.005.815
Average rate per ton per mile received for local freight, cts.	.010.14
Average rate per ton per mile received for all freight, cts.	.007.87
Average rate per ton per mile received from freight to and from other roads, cents	.008.76
Percentage of freight originating at, and carried to stations in Iowa, to total freight carried in Iowa, 60,879 tons	26.3

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	2,860,594
Number of miles run by loaded freight cars west and north	6,282,882
Number of miles run by empty freight cars east and south	3,703,658
Number of miles run by empty freight cars west and north	682,044
Percentage of empty freight cars hauled south to all freight cars hauled south	56.42
Percentage of empty freight cars hauled north to all freight cars hauled north	9.79

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	22
Rate of speed of freight trains, including stops, miles per hour	12

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	82,807	8.56
Flour	138,191	14.28
Provisions (beef, pork, lard, etc.)	3,448	.36
Animals	10,700	1.10
Other agricultural products	9,170	.94
Lumber and forest products	199,050	20.58
Coal	300,706	31.07
Plaster, lime, and cement	6,103	.63
Salt	4,983	.51
Petroleum and oil	1,771	.18
Iron, steel, and castings	78,249	8.08
Stone and brick	16,118	1.67
Manufactures—articles shipped from point of production	9,654	1.00
Merchandise, and other articles not enumerated above	106,867	11.04
Total tons carried	967,817	100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

Cannot give details, Iowa tonnage not kept separate.

	TONS.	PER CENT.
Total tons carried	231,269	.270

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American, special and one-half first-class rates. Take freight at depot. United States, special and one-half first-class rates. Take freight at depot.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Pullman; two dollars per berth to Chicago; three dollars per berth to St. Louis.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. We pay the Pullman Company mileage.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? Route No. 26,021, White Bear to Ft. Dodge, $71.82 per mile, for 225.48 miles.

What amount have you paid for receiving and delivering mail to and from stations on your road? None.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
October 8	Unknown	½ mile south of I. C. crossing at Ft. D.	Found dead on track.
1882.			
January 12	—— Sharpenburg, a miner	Kalo	Own carelessness.
*July 20	John Maddox	Kalo Junction	Fell from tank.

INJURED.

1881.			
August 30	Mrs. H. J. Mathews, Denison, Iowa	Vernon	Train backed out of side track into rear end of train standing on main tra k. Passengers injured were in way car of train on main track.
August 30	Mrs. Catharine Hower, Ft. Dodge	Vernon	
August 30	E. H. Rising, Oconomowoc, Wis	Vernon	
September 24	W. L. Sypher, yard master	Ft. Dodge	Coupling; lack of caution.
September 24	G. Hoff, switchman	Ft. Dodge	Coupling; lack of caution.
October 23	R. T. Allen, switchman	Ft. Dodge	Coupling; lack of caution.
December 13	M. F. Langley, brakeman	Humboldt	Fell from train; unavoidable.
December 17	A. A. Quey, brakeman	Humboldt	Coupling; lack of caution.
1882.			
January —	Frank Gibbs, section foreman	Ogden	Fell from hand car.
February 11	W. B. Gilday, switchman	Ft. Dodge	Switching; lack of caution.

* This should not have been reported in this report.—COMMISSIONERS.

TABULAR STATEMENT OF ACCIDENTS.

CAUSE OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Collisions	....	..	....	3	....	....
Coupling cars	....	...	....	....	4	...
Falling from trains	...	1	....	....	1	....
Miscellaneous	...	....	....	....	2	....
Stealing rides	....	....	1	....	....	....
Trespassers on tracks	....	....	1	....	....	....
Total	....	1	2	3	7	....

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	3
Number of persons injured during the year	10
Number of casualties purely accidental during the entire year	6
Number resulting from lack of caution, carelessness, or misconduct	7
Number of tresspasers on track killed or injured	1
Number of tramps or others stealing rides killed or injured	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—R. R. Cable, Minneapolis.
Vice-President—A. B. Stickney, Minneapolis.
Secretary—M. P. Hawkins, Minneapolis.
Treasurer—A. H. Bode, Minneapolis.
General Manager—C. H. Hudson, Minneapolis.
Superintendent—E. Ryder, Minneapolis.
Chief Engineer—W. W. Rich, Minneapolis.
Auditor—F. W. Partridge, Minneapolis.
General Passenger Agent and Traffic Manager—A. H. Bode, Minneapolis.
Attorney—J. D. Springer, Minneapolis.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

R. R. Cable, Chicago, Illinois.
A. B. Stickney, St. Paul, Minnesota.
H. H. Porter, Chicago, Illinois.
W. D. Washburn, Minneapolis, Minnesota.
Benjamin Brewster, New York City.
W. R. Merriam, St. Paul, Minnesota.
T. F. Withrow, Chicago, Illinois.
W. W. McNair, Minneapolis, Minnesota.
H. R. Bishop, New York City.

Date of annual meeting of stockholders, 1st Tuesday in October.
Fiscal year of company ends December 31st.
General offices of the company are located at Minneapolis, Minnesota.

STATE OF MINNESOTA, }
COUNTY OF HENNEPIN. } ss.

C. H. Hudson, General Manager of the Minneapolis & St. Louis Railway Company, being duly sworn, depose and say that he has caused the fore-

going statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) C. H. HUDSON.

Subscribed and sworn to before me, this 21st day of September, A. D. 1882.

M. P. HAWKINS,

[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 25th day of September A. D. 1882.

E. G. MORGAN,

Secretary of Board of Railroad Commissioners.

REPORT

OF THE

SIOUX CITY & PACIFIC RAILROAD COMPANY.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association ..	$ 6,000,000.00	
Amount authorized by vote of company.....	2,068,400.00	
Amount issued, number of shares, 20,684; amount paid in....		$ 2,068,400.00
Amount of common stock issued.....		1,899,400.00
Amount of preferred stock issued, and conditions of preferment.....		169,000.00
(Interest 7 per cent per annum, payable semi-annually, on April 1st and October 1st, and secured by first mortgage on road between Missouri Valley and California Junction, Iowa.)		
Total amount paid in as per books of the company		$ 2,068,400.00

Amount of stock per mile of road	$ 19,255.26
Amount of stock representing the road in Iowa.	1,530,700.00
Amount of stock held in Iowa	33,500.00
Total number of stockholders.....	85
Number of stockholders in Iowa.....	12

DEBT.

Funded debt as follows:		
First mortgage bonds due January 1, 1898, rate of interest, six per cent		$ 1,628,000.00
Interest paid on same during the year		
Second mortgage United States subsidy, due January 1, 1898, rate of interest, six per cent		1,628,320.00
Interest paid on same during the year		
Total amount of funded debt		$ 3,256,320.00
Total amount of floating debt		2,386,787.21
Contingent liability as guarantor of bonds or debts of other roads: This company, in connection with the companies owning the line from Chicago to Missouri Valley, Iowa, has agreed to contribute an amount necessary in addition to the rental of the extensions of the Fremont, Elkhorn & Missouri Valley Railroad west of Wisner, Nebraska, to meet the interest on the bonds of such extensions, issued for the actual cost thereof, in proportion to the earnings of the contributing lines, derived from such extensions.		
Total amount of debt liabilities		$ 5,643,107.21
Amount of debt per mile of road	$ 52,533.11	
Total amount of stock and debt	7,711,507.21	
Amount of stock and debt per mile of road	71,788.37	

COST OF ROAD AND EQUIPMENT.

Total cost of road and equipment	$ 5,426,659.18
Average cost of road and equipment per mile (172.42 miles)	$ 50,518.15
Proportion of cost of road and equipment for Iowa	4,063,497.38
Average cost of road and equipment per mile in Iowa, (80.47 miles)	50,497.05

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Bridging and masonry	$ 744.70
Superstructure, including rails	3,624.70
Land, land damages, and fences	9,988.63
Passenger and freight stations, coal sheds, and water stations.	6,668.35
Machine shops, including machinery and tools	127.72
Total for construction	$ 21,154.10

EQUIPMENT.

Total for equipment	$ 8,278.93
Total expenditures charged to property accounts	$ 29,433.03
Amount the capital has been increased by stock or other dividends that is not represented by actual increase of property—dividing surplus or any other increase	None.
Net addition to property account for the year	$ 29,433.03

GENERAL EXHIBIT.

Total earnings	$ 754,076.21
Total expenses including taxes	716,358.55
Net earnings	37,717.66
Rentals, specifying amount paid to each company:	
Fremont, Elkhorn & Missouri Valley Railroad	72,783.48
Interest accruing during the year	224,055.51
Interest paid during the year	59,446.31
Interest on funded debt	195,379.20
Interest paid on funded debt	30,780.00
Interest on floating debt	28,666.31
Interest paid on floating debt	28,666.31
Dividends declared (7 per cent.) Interest paid on preferred stock, secured by mortgage	11,830.60
Balance for the year, deficit	261,303.54
Interest falling due during the year and not paid	164,599.20
Balance at commencement of the year, deficit	1,206,664.26
Balance at the close of the year, June 30, 1882, deficit	1,467,967.80
Income from other sources than earnings	9,637.79
Total income from all sources for the year	$ 763,714.00

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 124,596.58	
From through passengers	98,685.38	
From all passengers		$ 223,281.96
From express and baggage		12,349.41
From mails		16,269.90
From other sources, passenger department		6,000.00
Total earnings, passenger department		$ 252,501.27
Earnings per train mile run (210,854 miles)	$1.19.75	
Earnings, freight:		
From local	$ 200,591.64	
From through	290,302.57	
Other sources, freight department	39.13	
Total earnings, freight department		490,933.34
Earnings per train mile run (253,130 miles)	$1.93.95	
Total transportation earnings		$ 743,434.61
Earnings per train mile run, from all trains earning revenue (463,984 miles)	$1.60.23	
Earnings per mile of road operated (313.39 miles)	$ 2,372.23	
Proportion of earnings for Iowa		332,317.55
Rents received for use of stations, etc		5,073.24
Car mileage (credit balances) freight		3,850.22
Income from all other sources		1,718.14
Total income from all sources		$ 754,076.21
Proportion of income for Iowa	$ 340,332.93	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track		$ 111,095.55
Renewal of rails		43,303.24
No. tons laid, steel, none.		
No. tons laid, iron, 1,220.16 tons.		
Renewal of ties		53,701.24
No. laid, 105,593.		
Repairs of bridges, including culverts and cattle-guards		21,714.16
Repairs of fences, road-crossings, and signs		1,907.83
Repairs of buildings, stations, and water-tanks		15,598.98
Total		$ 247,321.00

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives		$ 33,721.45
Repairs of passenger cars		13,973.16
Repairs of freight cars		23,467.49
Total		$ 71,162.10

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives		$ 80,998.55
Water supply		2,067.45
Oil and waste		5,212.03
Locomotive service		44,737.42
Passenger train service		10,399.35
Passenger train supplies		3,627.35
Mileage of passenger cars (debit balance)		1,297.23
Freight train service		26,751.53
Freight train supplies		1,899.33
Telegraph expenses (maintenance and operating)		8,128.61
Damage and loss of freight and baggage		1,327.18
Damage to property and cattle		6,717.21
Personal injuries		7,537.85
Agents and station service		36,690.43
Station supplies		5,975.94
Total		$ 243,367.46

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 28,693.09
Legal expenses		1,554.58
Insurance		3,632.33
Stationery and printing		6,647.66
Outside agencies and advertising		4,606.15
Contingencies		6,201.47
Expense of ferry		67,782.37
Taxes in Iowa	$ 10,432.64	
Taxes in other States	24,957.70	
Total taxes		35,390.34
Total		$ 154,507.99

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 247,321.00
Maintenance of motive power and cars	71,162.10
Conducting transportation	243,367.46
General expenses, including taxes and expense of ferry	154,507.99
Total operating expenses and taxes	$ 716,358.55
Operating expenses and taxes per mile of road	$ 2,285.83
Operating expenses and taxes per train mile run, for trains earning revenue (463,984 miles)	1.54.39
Proportion of operating expenses and taxes for Iowa	270,780.61
Percentage of expenses and taxes to income	95

GENERAL RECAPITULATION.

Total income	$ 754,076.21
Total operating expenses and taxes	716,358.55
Net income above operating expenses and taxes	37,717.66
Net income above operating expenses, taxes, interest, and rental	None.
Gross income per train mile run (463,984 miles)	$ 1.62.5
Net income per train mile run (463,984 miles)	8.13
Percentage of net income to stock and debt	.49
Percentage of net income to cost of road and equipment	.7

Are charges for transportation of company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Accounts show deficit.

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1882.

DEBIT.

Construction and equipment	$ 5,426,659.18
Equipment and ferry boat trusts	506,200.00
Bond of this company	500.00
Cash	17,516.23
Due from agents and companies	124,793.59
Due from United States government for transportation	64,178.19
Material and supplies	103,692.22
Profit and loss balance	1,467,967.80
Total	$ 7,711,507.21

CREDIT.

Capital stock	$ 2,068,400.00
Funded debt	3,256,320.00
Floating debt:	
Interest unpaid	1,432,737.00
Notes payable	723,900.00
Vouchers and accounts	230,150.21
Total	$ 7,711,507.21

DESCRIPTION OF ROAD.

Length main line of road from Missouri Valley, Iowa, to Sioux City, Iowa, miles	75.65	
Length of main line of road from California Junction, to Fremont, Nebraska, miles	31.77	107.42
Length of main line of road in Iowa		80.47
Length of main line of road in Nebraska		26.95
Total length of road belonging to this company		107.42
Aggregate length of sidings and other tracks not above enumerated		15.20
Same in Iowa		10.26
Aggregate length of track, computed as single track, exclusive of sidings		107.42
Same in Iowa		80.47
Total length of iron rails in tracks in Iowa, exclusive of sidings		80.47
Weights per yard, iron, 56 pounds.		
Gauge of track		4 feet 8½ in.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description, and length of each:	
Fremont, Elkhorn & Missouri Valley Railroad—main line—Fremont to Long Pine, Nebraska	212.31
Branch line—Norfolk Junction to Creighton, Nebraska	42.06
Total length of above roads	254.37
Total length of above roads in Nebraska	254.37

If any part of the road was first opened for operation during the past year, state the date:

August 16, 1881, miles	39.88	
April 1, 1882, miles	57.78	
Total miles of road operated by this company		361.79
Total miles road operated by this company in Iowa		80.47

STATIONS.

Number of stations on all roads owned by this company	16
Same in Iowa	12
Number of stations on all roads operated by this company	44
Same in Iowa	12
Number of telegraph offices in stations in Iowa	11

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	870
Same in Iowa	Cannot state.
Amount paid employes, including officials, on all roads operated by this company	$ 335,073.00
Same in Iowa	Cannot state.

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Combination bridges over 100 feet in length	2	340
Combination bridges under 100 feet in length	1	75
Wooden trestle and pile	67	6,058

CATTLE-GUARDS.

Number of in Iowa 182

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.) 86,226

Give the average number of years the trestle and pile bridges last on your road in Iowa. 12 years.

Give the average number of years that wooden truss bridges last on your road in Iowa. 10 years.

ROAD-BED AND TRACK.

Number of track sections in Iowa	12
Average length of sections—miles	6.7
Average number of men in each section gang	7
Number of new ties laid in track during the year in Iowa	53,285
Average number of new ties per mile of road	662
New rails laid in track during the year in Iowa—(iron 1,220.16 tons)	13.87
Total track laid with new rails during the year in Iowa, miles,	13.87

What is the average number of years that iron rails last in your track on main line in Iowa. About fourteen years.

What is the average number of years that ties last in your track in Iowa. About seven years.

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, St. Paul, Minneapolis & Omaha R. R., at Sioux City.
Illinois Central (freight track) R. R., at Sioux City.

Number of highway crossings at grade 100

FENCING IN IOWA.

How many miles of fencing have you on your road	56.87
What is the average cost per rod, cents	59
What is the total cost of same	$ 10,737.06
How many miles of new fencing have you built during the year	30

Give the number of miles needed on both sides of your track in each county in Iowa:

In Harrison county	46.16
In Monona county	3.40
In Woodbury county	11.42
Total miles	60.98

ROLLING STOCK.

	NOT OWNED.	OWNED.	TOTAL.
Number of locomotives	16	12	28
Number of passenger cars	7	9	16
Number of baggage, mail, and express cars	5	5	10
Number of box freight cars	250	89	339
Number of stock cars	190	20	210
Number of platform and coal cars	100	46	146
Number of other cars		15	15
Total			736

Maximum weight of locomotives and tenders, tons	45
Average weight of locomotives and tenders	40
Number of locomotives equipped with train brake	9
Kind of brake, Westinghouse automatic.	
Maximum weight of passenger cars, tons	28
Average weight of passenger cars, tons	19
Number of cars equipped with train-brake	26
Kind of brake, Westinghouse automatic.	
Number of passenger cars equipped with Miller platform and buffer, including baggage, mail, office, and express cars	26
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, 32 tons; 255 tons.	

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	210,854
Miles run by freight trains during the year	253,130
Miles run by switching trains during the year	243,440
Miles run by other trains during the year	5,996
Total train mileage	713,420

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	3.1
Average weight of passenger trains, exclusive of passengers, tons	112
Average number cars in freight trains	17
Average weight of freight trains, exclusive of freight, tons	223

PASSENGER TRAFFIC.

Number of through passengers carried	42,953
Number of local passengers carried	114,619
Total number of passengers carried	157,572
Total passenger mileage, or passengers carried one mile	6,646,054
Average distance traveled by each passenger, miles	42.2
Average amount received from each passenger	$ 1.41.7
Highest rate of fare per mile for any distance, cents	4
Lowest rate of fare per mile for any distance, cents	2
Average rate of fare per mile for all passengers, cents	3.36

FREIGHT TRAFFIC.

Number of tons of through freight carried	170,820
Number of tons of local freight carried	143,845
Total tons of freight carried	314,665
Total mileage of through freight (tons carried one mile)	10,754,630
Total mileage of local freight (tons carried one mile	14,210,663
Total freight mileage, or tons carried one mile	24,965,293
Average rate per ton per mile received for through freight, cents	2.7
Average rate per ton per mile received for local freight, cents	1.41
Average rate per ton per mile received for all freight, cents	1.96
Average rate per ton per mile received from freight to and from other roads, cents	2.7
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa	1.04

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	1,081,838
Number of miles run by loaded freight cars west and north	1,894,069
Number of miles run by empty freight cars east and south	1,214,980
Number of miles run by empty freight cars west and north	452,834
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	52.9
Pencentage of empty freight cars hauled west and north to all freight cars hauled west and north	19.3

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	22.19
Rate of speed of freight trains, including stops, miles per hour	10.75

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	51,952	16.5
Flour	2,661	.8
Provisions (beef, pork, lard, etc.)	4,329	1.4
Animals	33,548	10.7
Other agricultural products	5,905	1.9
Lumber and forest products	75,148	23.9
Coal	20,841	6.6
Plaster, lime, and cement	1,879	.6
Salt	2,844	.9
Stone and brick	3,473	1.1
Manufactures—articles shipped from point of production	4,419	1.4
Railroad construction material	69,871	22.2
Merchandise, and other articles not enumerated above	37,795	12.0
Total tons carried	314,665	100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA, FORWARDED FROM IOWA STATIONS.

	TONS.	PER CENT.
Grain	23,425	13.9
Flour	1,466	.9
Provisions (beef, pork, lard, etc.)	3,376	2.0
Animals	11,041	6.5
Other agricultural products	2,316	1.4
Lumber and forest products	69,319	41.0
Coal	18,445	10.9
Plaster, lime, and cement	1,015	.6
Salt	2,654	1.6
Stone and brick	2,183	1.2
Manufactures—articles shipped from point of production	3,262	1.9
Merchandise, and other articles not enumerated above	30,592	18.1
Total tons carried	169,094	100

TONNAGE CROSSING THE MISSOURI RIVER BY FERRY NEAR BLAIR, NEBRASKA, FOR THE YEAR ENDING JUNE 30, 1882.

East bound number of tons	47,876
West bound number of tons	86,594
Total tons	134,470

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company, one and one-half first class rates on all packages weighing in excess of 20 pounds, except on fresh fish, oysters, fruit, vegetables, butter, eggs, poultry, game, coarse furs, and beer, on which we receive first class rates.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? Cars of all transportation companies are allowed to run over lines of this company, receiving regular mileage; no preference and no contract.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, not operating railroads for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each? U. S. Rolling Stock Co., New York City; amount paid, $735.94.

SLEEPING CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Pullman sleeping cars are run between Missouri Valley and Sioux City on through trains between St. Paul and Kansas City, and Chicago and Sioux City. Additional charges on "St. Paul train" between Council Bluffs or Missouri Valley and Sioux City, $1.50; St. Paul, $2. On Pullman car between Chicago & Sioux City, $3. For seat between Missouri Valley and Sioux City, 50 cents.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. To Chicago, St. Paul, Minneapolis & Omaha R'y Co., for sleepers on Kansas City train, mileage, 3 cents per mile, $1,678.56. To Chicago & Northwestern R'y Co., mileage on Pullman Sleepers on Chicago train, 2 cents per mile, $1,009.28.

U. S. MAIL IN IOWA.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service? The U. S. government withholds all compensation for mail service. The amount charged the government for mail service in Iowa is $10,231.02 per annum.

What amount have you paid for receiving and delivering mail to and from stations on your road? $256.00 per annum.

TELEGRAPH.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? The Western Union Telegraph Company operate the telegraph line on this company's road (107.42 miles) under a contract for twenty-five years from April 1, 1871.

LANDS—CONGRESSIONAL GRANT.

No change since report for 1878.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.				
August	8	Aug. Nelson, section hand	Mondamin	Found dead near track. Verdict of coroner killed by a train on S. C. & P. R. R.

INJURED.

1881.				
July	5	Wm. Peary, citizen	Mondamin	Trespasser; intoxicated; own carelessness.
August	8	Section hand	Sioux City	Struck with a pick; own carelessness.
September	19	Ellis Harris, brakeman	Sioux City	Breaking of coal derrick; accidental.
October	24	F. James, brakeman	Sioux City	Coupling; own carelessness.
November	26	L. H. Ennis, brakeman	Missouri Valley	Coupling; own carelessness.
1882.				
January	4	R. J. Fenton, employe	Missouri Valley	Fell from cars; own carelessness.
January	24	T. P. Andreas, employe	Sioux City	Coupling; own carelessness.
January	28	C. C. Sweet, employe	Sloan	Standing too near track; own carelessness.
February	4	Wm. Youell, employe	Cal. Junction	Fell between cars; own carelessness.
February	25	C. C. Sweet, employe	Missouri Valley	Fell from cars; own carelessness.
February	28	P. J. Farrell, employe	Sioux City	Getting on engine; own carelessness.
March	11	O. B. Frederick, employe	Missouri River	Coupling; own carelessness.
March	17	Frank Stafford, employe	Missouri Valley	Coupling; own carelessness.
April	1	R. Knapp, employe	Mondamin	Collision; accidental.
April	1	L. Ennis, employe	Mondamin	Collision; accidental.
May	15	J. McKinzee, citizen	Sioux City	Coupling; own carelessness.

TABULAR STATEMENT OF ACCIDENTS.

CAUSE OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Collision	....	...	...	....	2	...
Coupling cars	....	....	...	...	5	1
Falling from trains	....	....	...	....	3	....
Getting on and off trains	....	....	...	....	1	....
Miscellaneous	....	1	...	....	3	....
Trespassers on track	....	....	...	....	....	1
Total	....	1	..	....	14	2

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year (found dead near track)	1
Number of persons injured during the year	16
Number of casualities purely accidental during the entire year	3
Number resulting from lack of caution, carelessness, or misconduct	13
Number of persons killed or injured while intoxicated (trespasser)	1
Number of trespassers on track killed or injured (as above)	1
Number of tramps or others stealing rides killed or injured	None.
Suicides in Iowa	None.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Oliver Ames, Boston, Massachusetts.
Vice-President—D. C. Blair, Belvidere, New Jersey.
Secretary—P. E. Hall, Cedar Rapids, Iowa.
Treasurer—David P. Kimball, Boston, Massachusetts.
Assistant Treasurer—J. Van Deventer, Cedar Rapids, Iowa.
General Manager—P. E. Hall, Cedar Rapids, Iowa.
Superintendent—J. S. Wattles, Missouri Valley, Iowa.
Chief Engineer—J. E. Ainsworth, Missouri Valley, Iowa.
Superintendent of Telegraph— { Iowa, A. D. Peck, Missouri Valley, Iowa. Nebraska, J. F. McClintock, Blair, Neb.
Auditor—Henry V. Ferguson, Cedar Rapids, Iowa.
General Passenger Agent—J. R. Buchanan, Missouri Valley, Iowa.
General Freight Agent—K. C. Morehouse, Missouri Valley, Iowa.
Attorneys— { E. S. Bailey, Clinton, Iowa. Joy & Wright, Sioux City, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Fred. L. Ames, North Easton, Massachusetts.
Oliver Ames, North Easton, Massachusetts.
John I. Blair, Blairstown, New Jersey.
D. C. Blair, Belvidere, New Jersey.
James Blair, Scranton, Pennsylvania.
Wm. T. Glidden, Boston, Massachusetts.
P. E. Hall, Cedar Rapids, Iowa.
David P. Kimball, Boston, Massachusetts.
Horace Williams, Clinton, Iowa.

Date of annual meeting of stockholders, third Wednesday in May.
Fiscal year of company ends, December 31st.
General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA, }
COUNTY OF LINN. } ss.

P. E. Hall, General Manager, and Henry V. Ferguson, Auditor of the Sioux City & Pacific Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed) P. E. HALL.
[L. S. OF R. R.] HENRY V. FERGUSON.

Subscribed and sworn to before me, this 8th day of September, A. D. 1882.

CHAS. H. CLARK.
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

ST. LOUIS, KEOKUK & NORTHWESTERN

RAILWAY COMPANY.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association, common.....	$ 1,350,000.00
Amount authorized by vote of the company, preferred.....	1,350.000.00
Amount issued, number of shares, 27,000; amount paid in....	2,700,000.00
Amount of common stock issued.....	1,350,000.00
Amount of preferred stock issued, and conditions of preferment.....	1,350,000.00
Preferred stock is entitled to a dividend of 7 per cent before any dividend can be declared on common stock.	
Keokuk & Northwestern R. R. (leased by this company), common stock, authorized and issued (number of shares 7,200)	720,000.00
Total amount paid in as per books of the company.....	$ 3,420,000.00

Amount of stock per mile of road:	
For St. Louis, Keokuk & Northwestern Railway.	$ 20,000.00
For Keokuk & Northwestern Railroad.....	15,000.00
Amount of stock representing the road in Iowa:	
For St. Louis, Keokuk & Northwestern Railway.	56,000.00
For Keokuk & Northwestern Railroad.....	720,000.00
Amount of stock held in Iowa. No record.	
Total number of stockholders:	
For St. Louis, Keokuk & Northwestern Railway.	25
For Keokuk & Northwestern Railroad.....	58
Number of stockholders in Iowa. No record.	

Keokuk & Northwestern Railroad is leased by the St. Louis, Keokuk & Northwestern Railway Company, but no separate accounts are kept of of the two roads.

DEBT.

Funded debt as follows:		
First mortgage bonds due November 10, 1905, rate of interest six per cent	$	1,620,000.00
Interest paid on same during the year		
Income bonds due November 10, 1905, rate of interest six per cent		1,080,000.00
Interest paid on same during the year		
St. Louis, Keokuk & Northwestern Railway	$	2,700,000.00
Keokuk & Northwestern Railroad first mortgage bonds due July 1, 1910, rate of interest 6 per cent		480,000.00
Total amount of funded debt	$	3,180,000.00
Total amount of floating debt		218,393.87
Total amount of debt liabilities	$	3,398,393.87

Amount of debt per mile of road	$ 18,570.46
Total amount of stock and debt	6,818,393.87
Amount of stock and debt per mile of road	37,258.98

COST OF ROAD AND EQUIPMENT.

No record.

COST OF EQUIPMENT.

Total cost of road and equipment. No record.
Average cost of road and equipment per mile. No record.

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

No record.
Total expenditures charged to property accounts. No record.

GENERAL EXHIBIT.

Total earnings	$	355,170 30
Total expenses, including taxes		418,184.10
Net earnings, deficit		63,013.80
Rentals, specifying amount paid to each company:		
H. & St. Jo. Railroad	$ 4,295.11	
Wabash, St. Louis & Pacific Railway	1,500.00	
Chicago, Rock Island & Pacific Railway	2,250.00	8,045.11
Interest accrued during the year	190,800.00	
Total income from all sources for the year		355,170.30

ANALYSIS OF EARNINGS.

Earnings, passenger:		
All passengers	$	119,340.89
Express and baggage		6,812.10
Mails		16,510.45
Total earnings, passenger department	$	142,663.44
Earnings per train mile run (.... miles). No record.		
Earnings, freight:		
Total earnings, freight department		207,744.33
Earnings per train mile run (.... miles). No record.		
Total transportation earnings	$	350,407.77
Earnings per train mile run, from all trains earning revenue (.... miles). No record.		
Earnings per mile of road operated (183 miles) $ 1,924.63		
Proportion of earnings for Iowa 97,771.20		
Car mileage (credit balances)		3,887.04
Income from all other sources		875.49
Total income from all sources	$	355,170.30
Proportion of income for Iowa	$	98,593.72

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES.)

Repairs of road-bed and track	$	149,645.01
Renewal of rails:		
No, tons laid, steel, 262 tons, cost included in above.		
Renewal of ties:		
No. laid, 4,885, cost included in above.		
Repairs of bridges, including culverts and cattle-gurads		24,011.02
Repairs of fences, road-crossings, and signs		4,422.93
Repairs of buildings, stations, and water-tanks		5,421.57
Total	$	183,500.53

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$	15,360.52
Repairs of passenger cars		12,964.37
Repairs of freight cars		19,132.78
Total	$	47,457.67

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives (included in locomotive service.)		
Water supply		$ 3,922.02
Oil and waste (included in locomotive and train service)		
Locomotive service		62,544.51
Passenger train service and supplies		29,084.60
Freight train service and supplies (included in passenger train service)		
Mileage of freight cars (debit balance)		4,608.45
Telegraph expenses (maintenance and operating)		5,935.07
Damage and loss of freight and baggage		818.40
Damage to property and cattle		7,872.24
Personal injuries		880.15
Agents, station service, and supplies		38,683.49
Total		$ 154,298.93

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 16,897.42
Legal expenses		1,379.82
Insurance		456.68
Stationery and printing		3,405.30
Contingencies		688.71
Taxes in Iowa	$ 1,107.09	
Taxes in other States	8,991.95 Total taxes	10,099.04
Total		$ 32,926.97

RECAPITULATION OF EXPENSES.

Maintenance of way and building	$ 183,500.53
Maintenance of motive power and cars	47,457.67
Conducting transportation	154,298.93
General expenses, including taxes	32,926.97
Total operating expenses and taxes	$ 418,184.10

Operating expenses and taxes per mile of road	$ 2,285.16	
Operating expenses and taxes per train mile run, for trains earning revenue (.... miles.) No record.		
Proportion of operating expenses and taxes for Iowa		116,086.08
Percentage of expenses to income		117.74

GENERAL RECAPITULATION.

Total income	$ 355,170.30
Total operating expenses and taxes	418,184.10
Net income above operating expenses and taxes	None.
Net income above operating expenses, taxes, interest, and rental	None.

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS, JUNE 30, 1882.

DEBIT.

Construction	$ 6,622,315.50
Equipment	36,000.00
Material	27,344.49
Due from agents and connecting lines	44,357.68
Accounts and bills receivable	7,382.01
Taxes	1,203.13
Insurance	456.68
Operating expenses	190,751.33
Cash	17,882.86
Total	$6,947,693.68

CREDIT.

Capital stock:		
St. L., K. & N. W. R'y, common stock	$ 1,350,000.00	
St. L., K. & N. W. R'y, preferred stock	1,350,000.00	
Keokuk & Northwestern Railroad stock	720,000.00	
		$ 3,420,000.00
Bonded debt:		
St. L., K. & N. W. R'y, first mortgage bonds	$ 1,620,000.00	
St. L., K. & N. W. R'y, income bonds	1,080,000.00	
K. & N. W. R. R., first mortgage bonds	480,000.00	
		3,180,000.00
Earnings		161,952.87
Due agents and connecting lines		77,790.12
Unpaid accounts and vouchers		107,950.69
Total		$ 6,947,693.68

DESCRIPTION OF ROAD.

Length main line of road from Mt. Pleasant, Iowa, to St. Peters, Missouri, miles	183
Length main line of road in Iowa, miles	50.8
Length main line of road in Missouri, miles	132.2
Total length of road belonging to this company	178.6
Aggregate length of sidings and other tracks not above enumerated, miles	10
Same in Iowa	3
Aggregate length of track, computed as single track, exclusive of sidings, miles	183
Same in Iowa	50.8
Total length of steel rails in tracks in Iowa, exclusive of sidings, miles	2.5
Total length of iron rails in tracks in Iowa, exclusive of sidings, miles	48.3

Weights per yard, steel, 66 pounds.
Weights per yard, iron, 56 pounds.

Gauge of track ..... 4 feet 8½ in.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description, and length of each:	
Keokuk & Northwestern Railroad, from Keokuk to Mount Pleasant, miles.	48
Total length of above roads in Iowa	48
If any part of the road was first opened for operation during the past year, state the date. April 9, 1882.	
Total miles of road operated by this company	183
Total miles road operated by this company in Iowa	50.8

STATIONS.

Number of stations on all roads owned by this company	33
Same in Iowa	11
Number of stations on all roads operated by this company	33
Same in Iowa	11
Number of telegraph offices in stations in Iowa	7

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	866
Same in Iowa. No division made.	
Amount paid employes, including officials, on all roads operated by this company	$ 265,487.12
Same in Iowa. No division made.	

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	9	1,170
Iron bridges over 100 feet in length	1	190
Wooden trestle and pile		6,846

BOX CULVERTS IN IOWA.

Timber	45
Stone	4

CATTLE-GUARDS.

Number of in Iowa	93

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M., estimated)	15,000

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
At Keokuk over Bloody Run	Pile	Wood	March, 1882	190

ROAD-BED AND TRACK.

Number of track sections in Iowa	10
Average length of sections, miles	4.9
Average number of men in each section gang	3
Number of new ties laid in track during the year in Iowa	4,885
Average number of new ties per mile of road	100
New rails laid in track during the year in Iowa—steel 262 tons, miles	2½
Total track laid with new rails during the year in Iowa, miles	2½
What is the average number of years that ties last in your track in Iowa	9

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Rock Island & Pacific R. R., at Keokuk shops.
Chicago, Burlington & Kansas City R. R., at Donnellson, Iowa.

What railroads cross your road, either over or under, and at what locality?

Fort Madison & Northwestern R. R., near Hamill, Iowa.

FENCING IN IOWA.

How many miles of fencing have you on your road	25.6
What is the average cost per rods, cents	90
What is the total cost of same. No record.	
How many miles of new fencing have you built during the year	2
Give the number of miles needed on both sides of your track in each county in Iowa. No separate account kept.	

ROLLING STOCK.

Number of locomotives	13
Number of passenger cars	10
Number of baggage, mail, and express cars	6
Number of box freight cars	167
Number of stock cars	95
Number of platform cars	49
Number of coal cars	13
Number of other cars	10
Total	350
Maximum weight of locomotives and tenders, tons	50
Average weight of locomotives and tenders, tons	36
Number of locomotives equipped with train brake	7
Kind of brake, Westinghouse air brake.	
Maximum weight of passenger cars, tons	14
Average weight of passenger cars, tons	12
Number of cars equipped with train brake. All.	
Kind of brake, Westinghouse automatic.	
Number of passenger cars equipped with Miller platform and buffer.	All.

MILEAGE, TRAFFIC, ETC.

No record.

SPEED OF TRAINS IN IOWA.

Rare of speed of passenger trains, including stops, miles per hour	20
Rate of speed of freight trains, including stops, miles per hour	10

TONNAGE OF ARTICLES TRANSPORTED.

No record.

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

No record.

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? United States Express Company pay $38.75 per day, limited to two tons freight carried through daily. Freight delivered by express company.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Woodruff Sleeping and Parlor Company's cars; one each way daily; usual contract; charge $1.50 per berth.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings? Fares collected by sleeping car company's employes. Sleeping car company furnish two cars and do inside repairs. Railroad company haul cars and do outside repairs.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? $101.75 per mile per annum.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Co., entire distance (183 miles).

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1882.

INJURED.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881. October	4	John V. Decker	At shop	While loading a pair of driving wheels on a flat car. He was told not to go about the wheels as he might get hurt, but refused to go away, and was injured by the skids breaking down. His leg was broken just above the ankle; injuries caused by his own neglect.
1882. May	9	J. Westerfield, shop laborer	Keokuk	Caught between cars while trying to cross track; groin bruised; has recovered.

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	None.
Number of persons injured during the year	2
Number of casualities purely accidental during the entire year	1
Number resulting from lack of caution, carelessness, or misconduct	1
Number of persons killed or injured while intoxicated	None.
Number of trespassers on track killed or injured	None.
Number of tramps or others stealing rides killed or injured	None.
Suicides in Iowa	None.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—W. W. Baldwin, Burlington, Iowa.
Vice-President—T. J. Potter, Chicago, Illinois.
Secretary—H. B. Blood, Keokuk, Iowa.
Treasurer—J. C. Peasley, Chicago, Illinois.
General Manager—T. J. Potter, Chicago, Illinois.
General Superintendent—Jno. W. Smith, Keokuk, Iowa.
Chief Engineer—H. A. Sumner, Keokuk, Iowa.
Superintendent of Telegraph—H. H. Libbe, Keokuk, Iowa.
Auditor—Jno. L. Lathrop, Chicago, Illinois.
General Passenger and Freight Agent—J. H. Best, Jr., Keokuk, Iowa.
Attorney—H. H. Trimble, Keokuk, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

T. J. Potter, Chicago, Illinois.
J. H. Anderson, Keokuk, Iowa.
H. B. Scott, Burlington, Iowa.
J. W. Blythe, Burlington, Iowa.
W. W. Baldwin, Burlington, Iowa.

Date of annual meeting of stockholders, first Tuesday in December of each year.
Fiscal year of company ends December 31st.
General offices of the company are located at Keokuk, Iowa.

STATE OF IOWA, }
COUNTY OF LEE. } ss.

Jno. W. Smith, General Superintendent of the St. Louis, Keokuk & Northwestern Railway Company, being duly sworn deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) JNO. W. SMITH.

Subscribed and sworn to before me, this 14th day of September, A. D. 1882.

PHIL. MEYLING,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

WABASH, ST. LOUIS & PACIFIC RAILWAY COMPANY.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount of common stock issued	$ 26,926,500.00
Amount of preferred stock issued, conditions of preferment	23,033.200.00
Total amount paid in as per books of the company	$ 49,959,700.00

Amount of stock per mile of road ..... $ 20,054.47

DEBT.

Funded debt as follows:

EXHIBIT B—BONDED DEBT.

First mortgage bonds, Toledo & Illinois R. R.	$ 900,000.00
First mortgage bonds, Lake Erie, Wabash & St. Louis R. R.	2,500,000.00
First mortgage bonds, Great Western R. R., of 1859	2,496,000.00
First mortgage bonds, Illinois & Southern Iowa R. R.	300,000.00
First mortgage bonds, Decatur & East St. Louis R. R.	2,700,000.00
First mortgage bonds, Quincy & Toledo R. R.	500,000.00
First mortgage bonds, Great Western R. R., west of Decatur.	3,000.00
Second mortgage bonds, Toledo & Wabash R. R.	1,000,000.00
Second mortgage bonds, Wabash & Western R. R	1,500,000.00
Second mortgage bonds, Great Western R. R., of 1859	2,500,000.00
Consolidated sinking fund bonds, Toledo, Wabash & Western R. R.	2,610,000.00
Wabash Railway funded debt bonds, 7 per cent	529,500.00
Wabash Railway funded debt bonds, graduated	1,362,000.00
Wabash Railway second consolidated mortgage bonds of 1879	1,600,000.00
Mortgage notes, second series	21,000.00
Mortgage notes, third series	180,000.00
Graduated scrip certificates	521,060.50
Seven per cent graduated scrip certificates, from August 1, '77	116,585.00
Seven per cent graduated scrip certificates, from February 1, '77	411,212.77
Rolling stock certificates	24,000.00
First mortgage bonds, Hannibal & Naples R. R.	500,000.00
First mortgage bonds, Champaign, Havana & Western Division	1,210,000.00
First mortgage bonds, Chicago Division	4,500,000.00
Real estate notes	72,000.00
General mortgage bonds	16,000,000.00
First mortgage bonds, Hav., Rant. & Eastern	300,000.00

First mortgage bonds, Detroit Division	1,853,000.00
First mortgage bonds, Indianapolis Division	2,000,000,00
First mortgage bonds, Cairo Division	3,857,000.00
First mortgage bonds, Ind., Peru & Chicago R'y	275,000,00
First mortgage bonds, North Missouri R. R.	6,000,000.00
Real estate and railway mortgage bonds, St. L., K. C. & N. R. R	3,000,000.00
St. Charles Bridge, first mortgage bonds	1,000,000.00
St. Charles Bridge, second mortgage bonds	388,500.00
First mortgage bonds, Omaha Division	2,350,000.00
First mortgage bonds, Clarinda Branch	264,000.00
First mortgage bonds, Chicago, Cin. & St. Louis R'y	1,000,000.00
First preferred mortgage bonds, Champ., H. & W	340,900.00
First mortgage bonds, Iowa Division	2,269,000.00
First mortgage bonds, Centerville, Mor. & Albia	400,000.00
Total	$ 69,353,758.27

Total amount of funded debt	$ 69,353,758.27
Total amount of floating debt	5,726,570.35
Total amount of debt liabilities	$ 75,080,328.62

Amount of debt per mile of road	$ 30,130.20
Total amount of stock and debt	125,040,028.62
Amount of stock and debt per mile of road	50,184.67

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND APPURTENANCES.

Cannot give details.

Total cost of road and equipment, and appurtenances	$ 107,974,382.35

Average cost of road and equipment per mile (2,491.20 miles)	$ 43,342.31
Proportion of cost of road and equipment for Iowa	9,343,267.36
Average cost of road and equipment per mile in Iowa (296.2 miles)	31,543.78

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading and masonry	$ 49,512.49
Bridging	40,660.44
Superstructure, including rails	588,203.41
Land, land damages, and fences	80,126.44
Passenger and freight stations, coal sheds, and water stations	104,668.63
Engine houses, car sheds, and turntables; Machine shops, including machinery and tools	86,904.78
Engineering, agencies, salaries, and other expenses during construction	16,563.89
Total for construction	$ 966,640.08

EQUIPMENT.*

Locomotives	$ 11,633.62
Tools and machinery	35,846.46
Passenger, mail, baggage, and express cars	43,145.00
Freight and other cars	234,348.93
Total for equipment	$ 324,974.01
Total expenditures charged to property accounts	1,291,614.09

GENERAL EXHIBIT.

Total earnings	$ 15,644,371.45
Total expenses, including taxes	13,159,854.66
Net earnings	2,484,516.79
Rentals, specifying amount paid to each company	1,092,657.95
Miscellaneous income charges	514,491.84
Interest accruing during the year	
Interest paid on funded debt	3,989,775.35
Dividends declared (per cent)	688,860.50
Balance for the year, deficit	3,473,477.14
Balance at commencement of the year, credit	554,979.61
Balance at the close of the year, June 30, 1882, deficit	2,918,497.53
Income from other sources than earnings	327,791.71
Total income from all sources for the year	$ 15,972,163.16

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers		$ 3,619,238.38
From express and baggage		420,168.35
From mails		318,706.72
Total earnings, passenger department		$ 4,358,113.45
Earnings per train mile run (4,612,299 miles)	$ .94.4	
Earnings, freight		$ 11,150,986.46
From other sources, freight department		135,271.54
Total earnings		$ 11,286,258.00
Earnings per train mile run (8,235,648 miles)	$ 1.35.4	
Total transportation earnings		$ 15,644,371.45
Earnings per train mile run, from all trains earning revenue (12,847,947 miles)	$ 1.21.8	
Earnings per mile of road operated (3,396 miles)	$ 4,606.71	
Proportion of earnings for Iowa		1,267,108.76
Rents received for use of road		35,583.92
Income from all other sources		292,202.79
Total income from all sources		$ 15,972,163.16
Proportion of income for Iowa	$ 1,382,107.70	

* Equipment notes given prior to consolidation.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track		$ 1,542,551.05
Renewal of rails		1,229,206.99
Renewal of ties		487,562.35
Repairs of bridges, including culverts and cattle-guards		765,157.11
Repairs of fences, road-crossings, and signs		60,496.75
Repairs of buildings, stations, and water-tanks		276,539.11
Total		$ 4,361,513.36

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives		$ 650,521.65
Repairs of passenger cars		216,500.33
Repairs of freight cars		601,425.90
Total		$ 1,468,446.88

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives		$ 1,010,821.69
Water supply		108,602.75
Oil and waste		164,109.19
Locomotive service		1,154,238.26
Passenger train service		281,878.96
Passenger train supplies		66,932.38
Mileage of passenger cars (debit balance)		36,864.25
Freight train service		643,129.44
Freight train supplies		94,624.07
Mileage of freight cars (debit balance)		99,702.86
Telegraph expenses (maintenance and operating)		273,488.45
Damages to property and cattle		135,116.25
Damage and loss to freight and baggage		78,329.52
Personal injuries		67,413.74
Agents and station service		1,137,248.26
Station supplies		79,611.71
Total		$ 5,432,111.78

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 667,397.34
Legal expenses		82,698.43
Insurance		19,873.92
Stationery and printing		151,673.56
Outside agencies and advertising		239,314.59
Contingencies		534,876.21
Taxes in Iowa	$ 13,230.60	
Taxes in other States	188,717.99	
Total taxes		201,948.59
Total		$ 1,897,782.64

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 4,361,513.36
Maintenance of motive power and cars	1,468,446.88
Conducting transportation	5,432,111.78
General expenses, including taxes	1,897,782.64
Total operating expenses and taxes	$ 13,159,854.66

Operating expenses and taxes per mile of road, 3,704.50 miles	$ 3,895.10
Operating expenses and taxes per train mile run, for trains earning revenue (12,847,947 miles)	1.02.5
Proportion of operating expenses and taxes for Iowa	981,217.92
Expenses of running and management of passenger trains	995,118.57
Expenses of running and management of passenger trains, per train mile	21.5
Expenses of running and management of freight trains	2,665,785.28
Expenses of running and management of freight trains, per train mile	32.3
Expenses of running and management of all trains earning revenue	3,660,903.85
Percentage of expenses to income	82.3

GENERAL RECAPITULATION.

Total income	$ 15,972,163.16
Total operating expenses and taxes	13,159,854.66
Net income above operating expenses and taxes	2,812,308.50
Net income above operating expenses, taxes, interest, and rental, deficit	2,918,497.53

Gross income per train mile run (12,847,947 miles)	$ 1.24.3
Net income per train mile run (12,847,947 miles)	.21.9
Percentage of net income to stock and debt	2.241
Percentage of net income to cost of road and equipment	2.604

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? Not included.

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Cost of road, equipment, and appurtenances	$ 107,974,382.35
Expenditures for construction and equipment	12,349,955.64
Sundry securities on hand	833,982.15
Material and supplies	963,210.95
Income account, balance on hand, debit	2,918,497.53
Total	$ 125,040,028.62

CREDIT.

Capital stock	$ 49,959,700.00
Funded debt	69,353,758.27
Notes payable	2,028,147.00
Vouchers and accounts	3,698,423.35
Total	$ 125,040,028.62

DESCRIPTION OF ROAD.

Length main line of road from Toledo to Kansas City via St. Louis..... 712.50

Branches owned by this company:

FROM	TO	Miles.
Decatur	Camp Point	129.2
Bluffs	Hannibal	48.4
Maysville	Pittsfield	6.2
Clayton	Elvaston	34.5
Edwardsville	Edwardsville Crossing	10.2
G. T. Junction	Butler	112.6
Michigan City	Indianapolis	88.0
Attica	Covington	14.5
W. Lebanon	Le Roy	75.7
P. & D. Junction	St. Francisville	109.3
Vincennes	Cairo	158.0
Pekin	Jacksonville	72.9
Springfield	Havana	47.2
Bates	Jerseyville	54.9
Aub. Junction	Strawn	92.2
Streator	Altamont	156.5
Shumway	Effingham	8.5
Champaign	Havana	100.3
White Heath	Decatur	29.7
St. Louis Levee	Ferguson	10.4
Glasgow	Salisbury	15.9
Moberly	Coatsville	87.6
Pattonsburg	Council Bluffs	144.8
Roseberry	Clarinda	21.5
Alexandria	Humeston	126.0
Relay	Albia	24.0
Total		1,798.7

Total length of branches owned by this company	1,798.70
Total length of branches owned by this company, in Iowa	165.00
Total length of road belonging to this company	2,491.20
Sidings in Iowa	23.40
Aggregate length of track, computed as single track, exclusive of sidings	2,491.20
Same in Iowa	165.00
Total length of steel rails in tracks in Iowa, exclusive of sidings	66.60
Total length of iron rails in tracks in Iowa, exclusive of sidings	229.60
Weights per yard, steel, 59 pounds.	
Weights per yard, iron 56 pounds.	
Gauge of track	4 ft. 8½ in.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:

Camp Point to Quincy, miles	21.5
Detroit to G. T. Junction	8.2
Butler to Logansport	93.0
Michigan City to Indianapolis	73.0
Hollis to Pekin	2.4
Chicago to Aub. Junction	7.5
Urbana to Champaign	1.9
State line to Peoria	110.9
Peoria to Hollis	7.7
Hollis to Keokuk	104.6
Hamilton to Warsaw	5.0
La Harpe to Iowa	10.4
Iowa to East Burlington	8.0
Centralia to Columbia	21.8
Coatesville to Ottumwa	43.4
Brunswick to Chillicothe	38.0
Chillicothe to Pattonsburg	41.6
N. Lexington to St. Joseph	77.1
Quincy to Trenton	135.9
Des Moines to Eads	87.9
Keokuk to Alexandria	5
Total miles	904.8

Total length of above roads	904.80
Total length of above roads in Iowa	131.20
If any part of the road was first opened for operation during the past year, state the date. Des Moines Northwestern, October 25, 1881.	
Total miles of road operated by this company	3,396.00
Total miles of road operated by this company in Iowa	296.20

STATIONS.

Number of stations on all roads operated by this company	773
Same in Iowa	59
Number of telegraph offices in stations in Iowa	42

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	11,285
Same in Iowa	971
Amount paid employes, including officials, on all roads operated by this company	$ 6,644,129.78
Same in Iowa	574,930.12

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	3	314
Combination bridges under 100 feet in length	6	240
Wooden trestle and pile	121	12,290

ARCH CULVERTS AND VIADUCTS IN IOWA.

Less than 20 feet opening	1

BOX CULVERTS IN IOWA.

Timber	94	
Stone and brick	71	

CATTLE-GUARDS.

Number in Iowa	360	
Give the average number of years the trestle and pile bridges last on your road in Iowa		7
Give the average number of years that wooden truss bridges last on your road in Iowa		7

ROAD-BED AND TRACK.

Number of track sections in Iowa	51
Average length of sections, miles	5.7
Average number of men in each section gang	5
Number of new ties laid in track during the year in Iowa	26,057
Average number of new ties per mile of road	2,800
What is the average number of years that iron rails last in your track on main line in Iowa	6
What is the average number of years that iron rails last in your track on branches in Iowa	6
What is the average number of years that ties last in your track in Iowa	7

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?
Chicago, Burlington & Kansas City R. R., at Sedan and at Bloomfield.
Chicago, Rock Island & Pacific R. R., at Centerville.
Chicago, Burlington & Quincy R. R., at Humeston.
Chicago, Burlington & Quincy R. R., at Moravia.
Des Moines & Fort Dodge R. R., at Waukee.
Chicago & Northwestern R. R., at Eads.
Chicago & Northwestern R. R., at Jefferson.
Chicago, Burlington & Quincy R. R., at Albia.
Chicago, Rock Island & Pacific R. R., at Belknap.
Burlington & Mo. River R. R., at Shenandoah and Malvern.
What railroads cross your road, either over or under, and at what locality?
Chicago, Burlington & Quincy R. R., at Albia.

Number of highway crossings at grade	187
Number of highway crossings at which there are flagmen	4

FENCING IN IOWA.

How many miles of fencing have you on your road	197
What is the average cost per rod	$ 1.10
How many miles of new fencing have you built during the year	59
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Page county	8
In Davis county	47
In Appanoose county	54
In Wapello county	17
In Wayne county	32
In Monroe county	10
In Des Moines Northwestern R'y	87
Total miles	255

ROLLING STOCK.

	TOTAL.
Number of locomotives	584
Number of passenger cars	198
Number of baggage, mail, and express cars	131
Number of parlor, sleeping, official, and pay cars	28
Number of dining cars	2
Number box freight cars	12,064
Number of stock cars	2,227
Number of platform cars	2,069
Number of coal cars	2,995
Total	19,734
Maximum weight of locomotives and tenders, tons	60
Average weight of locomotives and tenders, tons	40
Number of locomotives equipped with train brake	584
Kind of brake, Westinghouse.	
Maximum weight of passenger cars, tons	25
Average weight of passenger cars, tons	20
Number of cars equipped with train brake	198
Kind of brake, Westinghouse.	
Number of passenger cars equipped with Miller platform (Miller & Blackstone)	198

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	4,612,299
Miles run by freight trains during the year	8,235,648
Miles run by switching trains during the year	3,097,876
Miles run by other trains during the year	1,084,889
Total train mileage	17,030,712

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	4.4
Average weight of passenger trains, exclusive of passengers, pounds	80,400
Average number of cars in freight trains	20.5
Average weight of freight trains, exclusive of freight, pounds,	470,000

PASSENGER TRAFFIC.

Total number of passengers carried	3,918,877
Total passenger mileage, or passengers carried one mile	151,034,246
Average distance traveled by each passenger, miles	38.5
Average amount received from each passenger, cents	92.3
Average rate of fare per mile for all passengers, cents	2.297

FREIGHT TRAFFIC.

Total tons of freight carried	5,752,898
Total freight mileage, or tons carried one mile	1,159,841,617
Average rate per ton per mile received for all freight, cents	.963

CAR MILEAGE.

Cannot give details.

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles.....	22
Rate of speed of freight trains, including stops, miles.....	16

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	1,406,361	24.44
Flour	119,950	2.08
Provisions (beef, pork, lard, etc.)	92,891	1.65
Animals	385,962	6.74
Lumber and forest products	960,225	16.69
Coal	799,028	13.87
Cotton	81,241	1.41
Salt	89,544	1.55
Petroleum and oil	32,963	.57
Iron, steel, and castings	367,591	6.39
Manufactures—articles shipped from point of production	310,141	5.37
Merchandise, and other articles not enumerated above	1,107,271	19.24
Total tons carried	5,753,168	100

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE AT KEOKUK, IOWA, FOR THE YEAR ENDING JUNE, 30, 1882.

West bound, number of tons	50,694
East bound, number of tons	63,947
Total tons	114,641

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American, United States, and Pacific.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particulars?

Red Line Transit Company.
Merchants Despatch.
Erie & North Shore Despatch.
National Despatch.
Hoosac Tunnel Line.
Canada Southern Line.
South Shore Line.
Star Union Line.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each?

American Refrigerator Transit Co	$	12,992.61
Anderson Refrigerator Car Co		28.58
Anheuser Brewing Association		56.99
Ames Coal Co		1,436.27
Blue Line		2,494.68
C. C. Comstock		705.98
Commercial Express Line		685.02
Samuel Cupples & Co		386.08
Empire Line		136.07
Erie & Chicago Car Co		3,403.61
Erie & North Shore Despatch		20,152.14
Erie & Pacific Despatch		1,235.04
N. K. Fairbanks		304.86
Great Western Despatch		812.84
W. P. Gallup		310.29
John Hurd		41,320.67
John Hilt & Co		2,420.29
Joy & Rotch		30,648.69
T. D. Kingan		992.88
W. J. Lemp		143.79
Merchants Despatch		15,596.55
J. C. McGrew		433.75
Michigan Car Co		4,266.91
Marshall Car Co		26,946.80
D. A. Richardson		368.35
St. Louis Car Loaning Co		10,203.76
Standard Oil Co		3,276.62
St. Louis Refrigerator Car Co		817.93
Union Line		9,673.93
United States Express		400.67
Vermillion Coal Co		182.62
Wabash & Erie Despatch		3,631.53
White Line		1,724.56
Wilson & Co		230.64
Credits	$	198,122.00

AMOUNTS RECEIVED FROM OTHER COMPANIES.

Canada Southern Line	$	10,367.51	
Great Eastern Line		5,105.42	
Hoosac Tunnel Line		4,012.42	
National Despatch Line		5,602.76	
Red Line Transportation Co		2,411.10	27,499.21
		$	170,622.79

SLEEPING CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates?

Sleeping cars, Pullman Palace Car Co.

Dining cars, Wabash, St. Louis & Pacific Railway.

Chair cars, Wabash, St. Louis & Pacific Railway.

What is the total amount paid by your company to palace or sleeping car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. Pullman Palace Car Company; $53,871.35, for the year ending June 30, 1882.

UNITED STATES MAIL (WHOLE ROAD).

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? $318,-706.72 for the year ending June 30, 1882.

TELEGRAPH.

How many miles of telegraph are owned by your company? Reported by Western Union Telegraph Co.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.				
October	24	Geo. Hopkins, brakeman	Cantril	Run over; fell from train.
1882.				
May	23	James Foley, brakeman	Silver City	Run over; fell between cars.

INJURED.

1881.				
August	31	D. Gibson, brakeman	Corydon	Coupling cars; accidental.
September	13	Wm. Tucker, brakeman	Camden	Switching; fell under car.
August	10	M. E. Haskett, yardmaster	Albia	Coupling; purely accidental.
October	18	B. M. Shank, brakeman	Moravia	Switching; slipped from car.
October	19	Jno. R. Williams, yardmaster	Centerville	Coupling; carelessness.
1882.				
April	12	Jno. Watson	Council Bluffs	Coupling; accidental.

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	2
Number of persons injured during the year	6
Number of casualties purely accidental during the year entire	7
Number resulting from lack of caution, carelessness, or misconduct	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Jay Gould, New York City.
First Vice President—A. L. Hopkins, New York City.
Second Vice President—J. C. Gault, St. Louis, Mo.
Secretary and Third Vice President—J. F. How, St. Louis, Mo.
Treasurer—W. B. Corneau, St. Louis, Mo.
General Superintendent—R. Andrews, St. Louis, Mo.
Division Superintendents,
- R. S. Miner, Moberly, Mo.
- J. W. Blanchard, Stanberry, Mo.
- H. B. Skeele, Des Moines, Iowa.
- E. N. Armstrong, Keokuk, Iowa.
- B. F. Mathias, Rantoul, Ill.
- H. F. Clark, Springfield, Ill.
- A. A. Hobart, Chicago, Ill.
- F. L. Tompkins, Peoria, Ill.
- D. G. Moore, Cairo, Ill.
- F. D. Schermerhorn, Quincy, Ill.
- G. W. Stevens, Ft. Wayne, Ind.
- E. C. Murphy, Peru, Ind.

Chief Engineer—W. S. Lincoln, St. Louis, Mo.
Superintendent of Telegraph—C. Selden, St. Louis, Mo.
Auditor—D. B. Howard, St. Louis, Mo.
General Passenger Agent—H. C. Townsend, St. Louis, Mo.
General Freight Agent—A. C. Bird, St. Louis, Mo.
Attorneys—Wager Swayne, New York, and W. H. Blodgett, St. Louis, Mo.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Jay Gould, New York City.
A. L. Hopkins, New York City.
Solon Humphries, New York City.
Russell Sage, New York City.
Samuel Sloan, New York City.
G. G. Haven, New York City.
Sidney Dillon, New York City.
James Cheney, Fort Wayne, Ind.
Charles Ridgley, Springfield, Ill.
J. F. Joy, Detroit, Mich.
F. L. Ames, Boston, Mass.
Thos. E. Tutt, St. Louis, Mo.
B. W. Lewis, St. Louis, Mo.
Jas. F. How, St. Louis, Mo.
G. L. Dunlap, Chicago, Ill.

Date of annual meeting of stockholders, second Tuesday in March.
Fiscal year of company ends, December 31st.
General offices of the company are located at St. Louis, Mo.

STATE OF MISSOURI, }
CITY OF ST. LOUIS. } ss.

James F. How, Third Vice President and Secretary of the Wabash, St. Louis & Pacific Railway Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) JAMES F. HOW,

[L. S. OF R. R.] *Third Vice Prest. and Sec. W., St. L. & P. R'y Co.*

Subscribed and sworn to before me, this 15th day of September, A. D. 1882.

GEO. S. GROVER,

[L. S.] *Notary Public, City of St. Louis, State of Missouri.*

Received and filed in the office of the Commissioners of Railroads, this 18th day of September, A. D. 1882.

E. G. MORGAN,

Secretary of Board of Railroad Commissioners.

REPORT

OF THE

BURLINGTON & NORTHWESTERN RAILWAY CO.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association...	$ 3,000,000.00	
Amount authorized by vote of the company....	None.	
*Amount issued, number of shares, 1,515; amount paid in.....		$ 151,500.00
Amount paid in on shares not issued, number of shares, 159½		15,950.00
Amount of common stock issued.....		All
Total amount paid in as per books of the company.....		$ 143,316.41

Amount of stock per mile of road ($167,450.00).	$ 4,364.08
Amount of stock representing the road in Iowa	All.
Amount of stock held in Iowa.....	151,500.00
Total number of stockholders.....	420
Number of stockholders in Iowa.....	All.

DEBT.

Funded debt as follows:		
First mortgage bonds due August 1, 1889, rate of interest, seven per cent payable semi-annually.....		$ 120,000.00
Interest paid on same during the year.....	$ 8,400.00	
†Second mortgage bonds due August 2, 1886, rate of interest, eight per cent, payable semi-annually.....		100,000.00
Interest paid on same during the year.....	$ 6,704.00	
Total amount of funded debt.....		$ 220,000.00
Floating debt:		
Incurred for construction.....	$ 1,200.00	
Incurred for machine shops, machinery, and tools.....	2,500.00	
Incurred for miscellaneous.....	1,000.00	
Incurred for interest.....	2,000.00	
Total amount of floating debt.....		$ 6,700.00
Total amount of debt liabilities.....		$ 226,700.00

* This includes 368 shares of $100 each, issued on account of Washington and Crawford township tax and subscriptions, and not yet passed into stock account. More has been paid in on these accounts, but stock has not been demanded. As we only issue stock for tax when presented in sums of $100, cannot tell how much more will probably be issued.

† $16,200 belong to the company. $83,800 issued.

*Amount of debt per mile of road	$ 5,908.26	
Total amount of stock and debt		370,016.41
Amount of stock and debt per mile of road	9,643.37	

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY).

Grading		$ 48,787.32
Bridging and masonry		21,238.76
Superstructure, including rails		202,601.08
Land, land damages, and fences		19,140.25
Passenger and freight stations, coal sheds, and water stations; Engine houses, car sheds, turntables; Machine shops, including machinery and tools		16,594.72
Interest paid during construction, discounts, etc		6,571.93
Engineering, agencies, salaries, and other expenses during construction		14,219.98
All other items charged to construction not enumerated above:		
Telegraph	$ 918.23	
Sundries	652.50	
		1,570.73
Total expended for construction		$ 330,724.77

†Average cost of construction per mile of road (38.37 miles)	$ 8,619.77
Proportion of cost of construction for Iowa	All.

COST OF EQUIPMENT.

Locomotives	$ 18,564.59
Passenger, mail, baggage, and express cars	9,555.63
Freight and other cars	29,985.10
Tools and sundries	3,678.52
Total for equipment	$ 61,783.84

Average cost of equipment per mile of road operated by company (52.3 miles)	$ 1,181.32
Proportion of cost of equipment for Iowa	All.
Total cost of road and equipment	$ 392,508.61

Average cost of road and equipment per mile (38.37 miles)	$ 9,670.00
Proportion of cost of road and equipment for Iowa	All.

* Calculated on basis 38.37 mileage of our own road and not including third rail on B., C. R. & N. R'y, as we carry no freight to stations on that line, and get but a limited amount of the passenger receipts.

† The third rail used by us on B., C. R. & N. R'y, cost us about $1,500 per mile for 14.3 miles. For this distance we have no other construction charges, and cannot figure average cost of construction per mile, with reasonable accuracy.

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading		$ 2,100.58
Bridging and masonry		36.79
Superstructure, including rails		377.82
Land, land damages, and fences		1,025.26
Passenger and freight stations, coal sheds, and water stations		771.30
Engine houses, car sheds, and turntables		43.73
Machine shops, including machinery and tools		2,505.49
Total for construction		$ 6,860.97

EQUIPMENT.

Freight and other cars, number, 10		$ 3,364.07
Tools		72.49
Miscellaneous		23.35
Total for equipment		3,459.91
Total expenditures charged to property accounts		$ 10,320.88

GENERAL EXHIBIT.

Total earnings		$ 60,620.70
Total expenses, including taxes		41,556.30
Net earnings		19,064.40
Rentals, specifying amount paid to each company:		
B., C. R. & N. R'y	$ 4,200.00	
B. & Western R'y	445.84	
		$ 4,645.84
Interest accruing during the year		15,360.45
Interest paid during the year		15,360.45
Interest on funded debt		15,104.00
Interest paid on funded debt		15,104.00
Interest on floating debt		256.45
Interest paid on floating debt		256.45
Dividends declared. None.		
Deficit for the year		$ 941.89
Balance at the close of the year, June 30, 1882, deficit		
Income from other sources than earnings:		
Stock	$ 172.50	
Washington township subscriptions	225.00	
Washington township tax	508.31	
		905.81
Total deficit from all sources for the year		$ 36.08

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 15,194.45	
From through passengers	132.93	
From all passengers		$ 15,327.38
From express		826.05
From mails		1,539.00
Total earnings, passenger department		$ 17,692.43
Earnings, freight:		
From local	$ 34,900.04	
From through	8,028.23	
Total earnings, freight department		$ 42,928.27
Total transportation earnings		$ 60,620.70
Earnings per train mile run, from all trains earning revenue (79,724 miles)	$ 76.4	
Earnings per mile of road operated (52.3 miles)	1,159.09	
Total income from all sources		$ 60,620.70

Proportion of income for Iowa. All.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 9,012.47
Repairs of bridges, including culverts and cattle-guards	5.19
Repairs of buildings, stations, and water-tanks	209.18
Total	$ 9,226.84

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 2,206.11
Repairs of passenger and freight cars	4,772.64
Total	$ 6,978.75

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$ 4,770.08
Water supply	578.77
Oil and waste	882.93
Locomotive service	3,805.62
Passenger and freight train service	3,460.75
Telegraph expenses (maintenance and operating)	370.31
Damage and loss of freight and baggage	109.84
Damages to property and cattle	619.50
Agents and station service	3,930.06
Total	$ 18,527.86

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	2,899.14
Legal expenses		260.00
Office rent		567.00
Insurance		93.75
Stationery and printing		633.58
Contingencies and miscellaneous		998.02
Taxes in Iowa		1,371.36
Total	$	6,822.85

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	9,226.84
Maintenance of motive power and cars		6,978.75
Conducting transportation		18,527.86
General expenses, including taxes		6,822.85
Total operating expenses and taxes		41,556.30

Operating expenses and taxes per mile of road (52.3 miles)	$	794.57
Operating expenses and taxes per train mile run, for trains earning revenue (79,724 miles)		52.12
Proportion of operating expenses and taxes for Iowa. All.		
Expenses of running and management of all trains earning revenue		10,087.45
Percentage of expenses to income		68.55

GENERAL RECAPITULATION.

Total income	$	61,526.51
Total operating expenses and taxes		41,556.30
Net income above operating expenses and taxes		19,970.21
Net deficit above operating expenses, taxes, interest, and rental		36.08

Gross income per train mile run (79,724 miles).....$ 77.17

SURPLUS.

Amount of its own stock or bonds owned by the company	$	16,200.00

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Engineering	$	8,048.60
Supplies		6,810.23
Expense		14,207.86
Interest		59,061.52
Equipment		63,615.83
Operating		77,961.90
Right of way		18,089.83
Construction		273,588.45
Chicago, Burlington & Quincy Railway		357.83
Bills receivable		2,810.25
Building		14,932.67
Fencing		762.32
Rent		22,438.49
Telegraph		1,338.54
Repairs		50,928.3
Depot grounds		4,298.75
Surveys		3,235.92
Wabash, St. Louis & Pacific		15.31
Cash		2,098.93
Total	$	624,601.59

CREDIT.

Bills payable	$	6,700.00
Stock		143,316.41
Mail service		5,699.76
Freight service		164,223.70
Express service		2,126.99
Express (advanced)		500.00
Passenger service		46,462.32
First mortgage bonds		120,000.00
Second mortgage bonds		83,800.00
Washington subscription		2,180.00
Washington tax		29,086.41
Crawfordsville subscription		4,819.00
Crawfordsville tax		15,687.00
Total	$	624,601.59

DESCRIPTION OF ROAD

Length of main line of road in Iowa from Burlington to Washington, miles	38.37
Total length of road belonging to this company	38.37
Aggregate length of sidings and other tracks not above enumerated	3.22
Total length of iron rails in tracks in Iowa, exclusive of sidings. All.	

Weights per yard, iron, main line, 30 pounds.
Weights per yard, third rail, 50 pounds.

Gauge of track	3 feet.

In addition to the track reported above this company has leased the right to run over 14.12 miles of the Burlington, Cedar Rapids & Northern Railway, by means of a third rail laid down and owned by this company between Burlington and Medipolis. This company has also laid down, and is using three tenths miles of sidings on depot grounds belonging to the above named corporation.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description, and length of each:	
Burlington & Western Railway, from Winfield to Coppack.	15.90
Total miles of road operated by this company	68.20

STATIONS.

Number of stations on all roads owned by this company	9
Number of stations on all roads operated by this company	12
Number of telegraph offices in stations in Iowa	7

EMPLOYES.

Number of persons regularly employed on all roads operated by this company, average	75
Amount paid employes, including officials, on all roads operated by this company in Iowa, approximately	$ 24,000.00

CATTLE-GUARDS.

Number of in Iowa	158

ROAD-BED AND TRACK.

Number of track sections in Iowa	6
Average length of sections, miles	6
Average number of men in each section gang	3.3
Number of new ties laid in track during the year in Iowa	1,500
Average number of new ties per mile of road	41

CROSSINGS IN IOWA.

Number of highway crossings at grade	38
Number of highway crossings under railroad	2

FENCING IN IOWA.

How many miles of fencing have you on your road	4.80
What is the total cost of same	762.32
How many miles of new fencing have you built during the year? None.	
Give the number of miles needed on both sides of your track in each county in Iowa.	
In Des Moines county	9.35
In Henry county	8.47
In Louisa county	2.84
In Washington county	10.51
Total miles	31.17

ROLLING STOCK.

Number of locomotives	3
Number of passenger cars	3
Number of baggage, mail, and express cars	1
Number of box freight cars	40
Number of stock cars, 6, combined box and slat, 14	20
Number of platform cars	21
Number of other cars—7 hand, 4 dump, and 1 iron	12
Total	97
Maximum weight of locomotives and tenders, tons	20
Average weight of locomotives and tenders, tons	16
Number of locomotives equipped with train-brake. None.	
Maximum weight of passenger cars, tons	10¼
Average weight of passenger cars, tons	9
Number of cars equipped with train-brake. None.	
Number of passenger cars equipped with Miller platform and buffer	3
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, 20 tons; 160 tons.	

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Total train mileage	79,724

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger and freight trains	7
Average weight of passenger and freight trains, exclusive of freight, pounds	88,000

PASSENGER TRAFFIC.

Number of through passengers carried	80
Number of local passengers carried	30,593
Total number of passengers carried	30,673
Total passenger mileage, or passengers carried one mile	659,690
Average distance traveled by each passenger, miles	21
Average amount received from each passenger, cents	50.3
Highest rate of fare per mile for any distance, cents	3
Lowest rate of fare per mile for any distance. Varies.	
Average rate of fare per mile for all passengers	2.32

FREIGHT TRAFFIC.

Number of tons of through freight carried	4,627.00
Number of tons of local freight carried	24,507.75
Total tons of freight carried	29,134.75
Total mileage of through freight (tons carried one mile)	171,977
Total mileage of local freight (tons carried one mile)	841,011
Total freight mileage, or tons carried one mile	1,012,988

Average rate per ton per mile received for through freight, cents	4.66
Average rate per ton per mile received for local freight, cents,	4.15
Average rate per ton per mile received for all freight, cents..	4.24

CAR MILEAGE.

Number of miles run by loaded freight cars	197,878
Number of miles run by empty freight cars	75,179

SPEED OF TRAINS IN IOWA.

Rate of speed of freight trains, including stops, miles per hour.	16

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	11,541.20	39.60
Flour	61.75	.21
Provisions (beef, pork, lard, etc.)	305.25	1.05
Animals	4,204.25	14.43
Other agricultural products	506.75	1.74
Lumber and forest products, ties and piles	5,736.00	19.69
Coal	1,438.25	4.94
Iron rails	1,151.50	3.95
Stone	153.00	.53
Manufactures—articles shipped from point of production.	547.50	1.88
Merchandise, and other articles not enumerated above	3,492.00	11.98
Total tons carried	29,134.75	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American; ordinary merchandise and express matter per 100 pounds, 34 cents. On butter, eggs, and poultry, second class freight rates. They do a general express business. Freight taken at depot.

U. S. MAIL IN IOWA.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service? Daily service, $1,604.00

What amount have you paid for receiving and delivering mail to and from stations on your road? $65.00.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way and how many miles does each own? Western Union Telegraph Company owns 38.37 miles.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—T. W. Barhydt, Burlington.
Vice-President—David Leonard, Burlington.
Secretary—R. M. Green, Burlington.
Treasurer—R. M. Green, Burlington.
General Superintendent—John T. Gerry, Burlington.
Chief Engineer—John T. Gerry, Burlington.
Attorneys—Kelley & Cooper, Burlington.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

T. W. Barhydt, Burlington.
David Leonard, Burlington.
Thomas Hedge, Burlington.
E. D. Rand, Burlington.
Geo. C. Lauman, Burlington.
Lyman Cook, Burlington.
George Millard, Burlington.
C. P. Squires, Burlington.
John S. Cameron, Burlington.
W. W. Baldwin, Burlington.
H. Herminghaus, Burlington.
Jno. T. Remey, Burlington.
J. S. Davidson, Winfield.
A. W. Chilcote, Washington.
N. Everson, Washington.

Date of annual meeting of stockholders, third Wednesday in June.
Fiscal year of company ends May 31.
General offices of the company are located at Burlington, Iowa.

STATE OF IOWA, }
COUNTY OF DES MOINES. } ss.

We, T. W. Barhydt, President, and Jno. T. Gerry, Superintendent of the Burlington & Northwestern Railway Company, being duly sworn, depose and say that we have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of our knowledge and belief.

(Signed) T. W. BARHYDT.
[L. S. OF R. R.] JOHN T. GERRY.

Subscribed and sworn to before me, this 11th day of September, A. D. 1882.

[L. S.] R. M. GREEN,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 12th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

BURLINGTON & WESTERN RAILWAY COMPANY.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	$ 3,000,000.00
Amount authorized by vote of the company	None.
Amount issued, number of shares	None.
Amount paid in on shares not issued, number of shares	None.
Amount of common stock issued	None.
Amount of preferred stock issued, and conditions of preferment	None.
The road is being built for cash, and no payments have been made on account of stock.	
Total amount paid in as per books of the company	None.

Amount of stock per mile of road ..... $
Amount of stock representing the road in Iowa.
Amount of stock held in Iowa.....
Total number of stockholders.....
Number of stockholders in Iowa.....

DEBT.

None.

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY.)

Grading	$ 79,241.45
Bridging and masonry	31,788.91
Superstructure, including rails	167,724.02
Land, land damages, and fences	25,910.77
Passenger and freight stations, coal sheds and water stations,	2,232.83
Engineering, agencies, salaries, and other expenses during construction	11,111.36
Total expended for construction	$ 318,009.34

Purchasing of other roads (specifying same) and all particulars:

Cannot give percentages, as a large amount of grading is included in above, on which no superstructure has been placed, and a large quantity of iron, ties, and bridge timbers paid for, which are not yet a part of the completed road.

COST OF EQUIPMENT.

Freight and other cars	$	12,518.43
Tools		133.78
Total for equipment	$	12,652.21

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

See cost of road and equipment.

EQUIPMENT.

Freight and other cars—5 hand, 17 box, 15 flat, 1 coal; total, 38	$	12,518.43
Tools		133.78
Total expenditure charged to property accounts	$	12,652.21

GENERAL EXHIBIT.

Total earnings	$	445.84

Operated by Burlington & Northwestern Railway Company.

ANALYSIS OF EARNINGS.

Rents received for use of road	$	445.84
Income from all other sources		None.
Total income from all sources	$	445.84

Proportion of income for Iowa	All.

See report of Burlington & Northwestern Railway, which includes this.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

Embraced in Burlington & Northwestern Railway report.

GENERAL RECAPITULATION.

Total income	$	445.84

Operated by Burlington & Northwestern Railway Company.

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Construction	$	278,964.38
Right of way		24,777.34
Engineering		10,041.72
Buildings		2,232.83
Expense		1,069.64
Fencing		801.34
Equipment		12,652.21
Cash		10,507.58
Contingent account		53.70
J. W. Heisey		8.01
Depot grounds		332.09
Subscribers to construction fund		409,005.00
Total	$	750,445.84

CREDIT.

Construction fund	$ 750,000.00
Track rental	445.84
Total	$ 750,445.84

DESCRIPTION OF ROAD.

Length of main line of road from Winfield to Coppack	15.91
Length of main line of road in Iowa	All.
Total length of road belonging to this company	15.91
Aggregate length of sidings and other tracks not above enumerated	69
Same in Iowa	All.
Aggregate length of track, computed as single track, exclusive of sidings	15.91
Same in Iowa	All.
Total length of iron rails in tracks in Iowa, exclusive of sidings	15.91
Weights per yard, iron, 35 lbs to the yard.	
Gauge of track	3 ft.
If any part of the road was first opened for operation during the past year, state the date. December, 1881.	
Total miles of road operated by this company	15.91
Total miles of road operated by this company in Iowa	All.

STATIONS.

Number of stations on all roads owned by this company	3
Same in Iowa	All.
Number of telegraph offices in stations in Iowa	None.
Number of persons regularly employed on all roads operated by this company. Operated by B. & N. W. R'y.	
Amount paid employes, including officials, on all roads operated by this company. Operated by B. & N. W. R'y.	

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length		None.
Combination bridges over 100 feet in length		None.
Iron bridges over 100 feet in length	1	122½
Wooden truss bridges under 100 feet in length		None.
Wooden trestle and pile	31	1,494

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 20 feet opening or more	None.
Less than 20 feet opening	None.

BOX CULVERTS IN IOWA.

Timber	34	977

CATTLE-GUARDS.

Number of in Iowa	51

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length, feet.
Crooked Creek	Pratt Truss	Iron	Second hand span, bought from C., B. & Q. R'y, in May	122½
Between Winfield and Coppack	Trestle and pile	Wood		1,494

ROAD-BED AND TRACK.

Number of track sections in Iowa	2
Average length of sections	7.84
Average number of men in each section gang	4
Number of new ties laid in track during the year in Iowa, repairs	None.

New road built within the year. No report.

CROSSINGS IN IOWA.

Number of highway crossings at grade	18

FENCING IN IOWA.

How many miles of fencing have you on your road	2.7
What is the average cost per rod, cents	97
What is the total cost of same	$ 801.34
How many miles of new fencing have you built during the year	2.7
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Henry county	13.21
Total miles	15.91

ROLLING STOCK.

Number of box freight cars	17
Number of platform cars	15
Number of coal cars	1
Number of other cars	5
Number of cars equipped with train brake	None.

MILEAGE, TRAFFIC, ETC.

Operated by Burlington & Northwestern Railway.

TONNAGE OF ARTICLES TRANSPORTED.

Operated by Burlington & Northwestern Railway.

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American. No contract as yet.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? No contract as yet.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.
What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? None.

LANDS—CONGRESSIONAL GRANT.

None.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—T. W. Barhydt, Burlington.
Vice-President—Jno. S. Cameron, Chicago.
Secretary and Treasurer—R. M. Green, Burlington.
General Superintendent—John T. Gerry, Burlington.
Chief Engineer—John T. Gerry, Burlington.
Attorneys—Kelley & Cooper, Burlington.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

T W. Barhydt, Burlington.
Thomas Hedge, Burlington.
E. D. Rand, Burlington.
Hugh Herminghaus, Burlington.
Jno. S. Cameron, Chicago.

Date of annual meeting of stockholders, third Wednesday in June.
Fiscal year of company ends May 31st.
General offices of the company are located at Burlington, Iowa.

STATE OF IOWA, }
COUNTY OF DES MOINES. } ss.

We, T. W. Barhydt, President, and Jno. T. Gerry, Superintendent, of the Burlington & Western Railway Company, being duly sworn, depose and say that we have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of our knowledge and belief.

(Signed) T. W. BARHYDT.
[L. S. OF R. R.] JNO. T. GERRY.

Subscribed and sworn to before me, this 19th day of October, A. D. 1882.

R. M. GREEN,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 20th day of October, A. D. 1882.

E. G. MORGAN,
Secretary Board of Railroad Commissioners.

REPORT

OF THE

DES MOINES, OSCEOLA & SOUTHERN RAILROAD CO.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association...	$ 500,000.00	
Amount authorized by vote of the company....	300.000.00	
Amount issued, number of shares 2,015, amount paid in.....		$ 201,500.00
Amount of common stock issued, 2,015.....		201,500.00
Total amount paid in as per books of the company.....		$ 201,500.00

Amount of stock per mile of road.....	$ 5,000.00
Amount of stock representing the road in Iowa.	300,000.00
Amount of stock held in Iowa	201,500.00
Total number of stockholders.....	19
Number of stockholders in Iowa.....	15

DEBT.

Funded debt as follows:	
Bonds due July, 1896, rate of interest 7 per cent.....	$ 120,000.00
Interest paid on same during the year.....	
Bonds due July, 1896, rate of interest 8 per cent.....	160,000.00
Interest paid on same during the year.....	
Total amount of funded debt on road completed June 30.	$ 280,000.00

This does not fairly represent the condition, as we had more of the road under construction at the time, and we can only approximate the apportionment on completed road.

Total amount of debt liabilities.....	$ 280,000.00

Amount of debt per mile of road.....	$ 7,000.00
Total amount of stock and debt.....	481,500.00
Amount of stock and debt per mile of road.....	12,000.00

COST OF ROAD AND EQUIPMENT.

Total expended for construction.....	$ 214,000.00

This question cannot this year be satisfactorily answered as we had about 100 miles under construction, only a part of the work completed, and most of it in process of completion, and much of the material bought not yet in the road.

COST OF EQUIPMENT.

Locomotives, number	3	$	22,500.00
Passenger, mail, baggage, and express cars	1		3,500.00
Freight and other cars	110		40,000.00
Total for equipment		$	66,000.00
Total cost of road and equipment		$	280,000.00

Proportion of cost of road and equipment for Iowa. All.

This equipment should not all be charged to the number of miles of track laid to June 30th, as it was purchased to use on the entire line when completed.

ANALYSIS OF EARNINGS.

Nothing can be shown under this head as the entire work of the road was construction, and what small earnings there were went to construction account.

DESCRIPTION OF ROAD.

Length main line of road from Osceola to R. I. crossing, miles	40
Length main line of road in Iowa, miles	40
Aggregate length of track, computed as single track, exclusive of sidings	40
Total length of iron rails in tracks in Iowa, exclusive of sidings, miles	40

Weights per yard, iron, 30 and 35 pounds.

Gauge of track ..... 3 feet.

If any part of the road was first opened for operation during the past year, state the date. All of it during the year was built but not opened for business until the road should reach Des Moines.

STATIONS.

Number of stations on all roads owned by this company 6

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	58
Same in Iowa	58

Besides a large force employed grading, bridging, and track laying.

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	1	120
Wooden truss bridges under 100 feet in length	2	112

Wooden trestle and pile. Cannot give exact number.

ROAD-BED AND TRACK.

Number of track stations in Iowa	7
Average length of sections, miles	6
Average number of men in each section gang	7
Number of new ties laid in track during the year in Iowa. All.	
Average number of new ties per mile of road	3,000
New rails laid in track during the year in Iowa, iron (.. tons), miles. All.	
Total track laid with new rails during the year in Iowa, miles	40

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?.

Chicago, Burlington & Quincy R. R., at Osceola.
Winterset Branch, C., R. I. & P. R'y, at 1½ miles west of Lothrop.

ROLLING STOCK.

	OWNED.	TOTAL.
Number of locomotives	3	3
Number of passenger cars	1	1
Number of box freight cars		40
Number of stock cars		6
Number of platform cars		55
Number of coal cars		9
Total		111

Maximum weight of locomotives and tenders, tons	22
Average weight of locomotives and tenders, tons	16

MILEAGE, TRAFFIC, ETC.

PASSENGER TRAFFIC.

Highest rate of fare per mile for any distance, cents	4
Lowest rate of fare per mile for any distance, cents	4

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

James Dunlap, brakeman; killed at New Virginia, November, 1881; jumped off ahead of moving train; inquest held; verdict, killed by his own carelessness, company blameless.

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—B. L. Harding, Des Moines, Iowa.
Vice-President—Henry Stivers, Osceola, Iowa.
Secretary—John H. Jamison, Osceola, Iowa.
Treasurer—Aaron Stivers, Osceola, Iowa.
General Manager—Henry Stivers, Osceola, Iowa.
Chief Engineer—C. O. Foss, Osceola, Iowa.
Superintendent of Telegraph—A. E. Tonslee, Osceola, Iowa.
General Passenger Agent—T. W. Armstrong, Osceola, Iowa.
General Freight Agent—T. W. Armstrong, Osceola, Iowa.
Attorneys—Wright, Cummings & Wright, Des Moines, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

B. L. Harding, Des Moines, Iowa.
Henry Stivers, Osceola, Iowa.
Aaron Stivers, Osceola, Iowa.
John H. Jamison, Osceola, Iowa.
R. A. Dague, Osceola, Iowa.
D. Webster, Osceola, Iowa.
J. A. Woodbury, Osceola, Iowa.
W. H. Hall, Osceola, Iowa.
G. C. Holt, Osceola, Iowa.
W. G. Agnew, Osceola, Iowa.
J. O. McAuley, Osceola, Iowa.
J. M. Browne, St. Charles, Iowa.
S. M. Leach, Adel, Iowa,
W. H. Ridgway, Osceola, Iowa.
J. B. Wells, Osceola, Iowa.

Date of annual meeting of stockholders, Wednesday after 2d Monday in January.
Fiscal year of company ends December 31st.
General offices of the company are located at Osceola, Iowa.

STATE OF IOWA, }
COUNTY OF CLARKE. } ss.

Henry Stivers, Vice-President and General Manager of the Des Moines, Osceola & Southern Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) HENRY STIVERS.

Subscribed and sworn to before me, this 14th day of September, A. D. 1882.

RICHARD STOCKTON,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Roard of Railroad Commissioners.

REPORT

OF THE

FORT MADISON & NORTHWESTERN RAILWAY CO.,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association..	$ 10,000,000.00	
Amount authorized by vote of the company. No action.		
Amount issued, number of shares, 3,151; amount paid in.....		$ 315,100.00
Amount of common stock issued, 3,151 shares.....		315,100.00
Total amount paid in as per books of the company.....		$ 315,100.00

Amount of stock per mile of road.....	$ 7,683.00	
Amount of stock representing the road in Iowa.	All of it.	
Amount of stock held in Iowa.....	206,500.00	
Total number of stockholders.....	86	
Number of stockholders in Iowa	86	

DEBT.

Funded debt as follows:

$150,000.00, bonds due 1905, rate of interest, 7 per cent.....		$ 150,000.00
Interest paid on same during the year.....	$10,500	
Total amount of funded debt....		$ 150,000.00

Floating debt:

Incurred for construction.....	$ 13,363.55	
Incurred for equipment.....	65,000.00	
Total amount of floating debt.....		$ 78,363.55
Total amount of debt liabilities.....		228,633.55

The present company bought this railway October 16, 1879, and paid $40,000.00 for the whole property, real and personal; and no assets have been added, nor liabilities incurred, during the present year.

Amount of debt per mile of road.....	$ 5,570.00
Total amount of stock and debt.....	537,463.55
Amount of stock and debt per mile of road....	13,253.00

COST OF ROAD AND EQUIPMENT.

No account kept.

Average cost of construction per mile of road (41 miles) about $	12,000.00
Proportion of cost of construction for Iowa. All.	

GENERAL EXHIBIT.

Total earnings $	20,175.42
Total expenses, including taxes	8,313.34
Net earnings	11,862.08
Interest accruing during the year	10,500.00
Interest paid during the year	10,500.00
Interest on funded debt	10,500.00
Interest paid on funded debt	10,500.00
Total income from all sources for the year $	20,175.42

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers $		2,424.36
From express and baggage		193.38
From mails		470.25
Total earnings passenger department $		3,087.99
Earnings per train mile run (9,984 miles) $	.31	
Earnings, freight:		
Total earnings freight department $		17,087.43
Earnings per train mile run (9,984 miles) $	1.71	
Total transportation earnings $		20,175.42
Earnings per train mile run, from all trains earning revenue 9,984 miles) $	2.02	
Earnings per mile of road operated (average for year 16 miles) $	1,260.96	
Total income from all sources $		20,175.42

Proportion of income for Iowa. All.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track $	2,136.40
Total $	2,136.40

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives $	632.14
Total $	632.14

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$ 553.42
Oil and waste	134.46
Locomotive service	1,260.00
Passenger train service	320.00
Passenger train supplies	40.80
Freight train service	320.00
Freight train supplies	96.55
Damage to property and cattle	31.50
Agents and station service	630.00
Station supplies	34.35
Total	$ 3,421.08

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$ 1,050.00
Stationery and printing	122.66
Outside agencies and advertising	17.16
Contingencies	85.74
Taxes in Iowa	527.04
Total	$ 1,802.60

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 2,136.40
Maintenance of motive power and cars	953.26
Conducting transportation	3,421.08
General expenses, including taxes	1,802.60
Total operating expenses and taxes	$ 8,313.34

Operating expenses and taxes per mile of road ($519.58)	
Operating expenses and taxes per train mile run, for trains earning revenue (9,984 miles) cents	83
Proportion of operating expenses and taxes for Iowa. All.	
Percentage of expenses to income	41

GENERAL RECAPITULATION.

Total income	$ 20,175.42
Total operating expenses and taxes	8,313.34
Net income above operating expenses and taxes	11,862.08
Net income above operating expenses, taxes, and interest	1,362.08

Gross income per train mile run (9,984 miles)	$2.02
Net income per train mile run (9,984 miles)	1.19
Percentage of net income to stock and debt	2.2
Percentage of net income to cost of road and equipment.	1.9

DESCRIPTION OF ROAD.

Length main line of road from Fort Madison to Birmingham, Iowa	41
Aggregate length of sidings and other tracks not above enumerated, feet	3,900
Total length of iron rails in tracks in Iowa, exclusive of sidings	41
Weight per yard, iron 30 pounds.	
Gauge of track	3 feet.

STATIONS.

Number of stations on all roads owned by this company 12
Number of stations on all roads operated by this company ... 12
Number of telegraph offices in stations in Iowa. None.

EMPLOYES.

Number of persons regularly employed on all roads operated by this company, about..... 60

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden trestle and pile.....	64	5,345

BOX CULVERTS IN IOWA.

Timber.....	3
Stone.....	5

CATTLE-GUARDS.

Number in Iowa..... 96

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
Between West Point and Birmingham, 49 bridges	Trestle..	Wood...	Fall of 1881.....	4,140

ROAD-BED AND TRACK.

Number of track sections in Iowa 8
Average length of sections, miles 5
Average number of men in each section gang..... 4

CROSSINGS IN IOWA.

What railroad crosses your road over or under, and at what locality?
St. L., K. & N. W. (north branch) R'y, near Mertensville.

Number of highway crossings at grade..... 55
Number of highway crossings over railroad..... 1
Number of highway crossings under railroad 5
Number of highway bridges 18 feet above track..... 1
Number of highway bridges less than 18 feet above track. None.

ROLLING STOCK.

	TOTAL.
Number of locomotives	4
Number of passenger cars	2
Number of baggage, mail, and express cars	1
Number of combination cars	1
Number of caboose cars	1
Number of box freight cars	61
Number of stock cars	23
Number of platform cars	31
Number of other cars, hand-cars, 11; push-cars, 9; iron cars, 3,	23
Total	143

Maximum weight of locomotives and tenders, tons	20
Average weight of locomotives and tenders, tons	15½
Number of locomotives with train-brake. None.	
Kind of brake. Hand.	
Maximum weight of passenger cars, tons	9
Average weight of passenger cars, tons	8½
Number of cars equipped with train brake. None.	
Kind of brake. Hand.	
Number of passenger cars equipped with Miller platform and buffer. Two coaches and two combination cars.	

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company, at one and one-half first class rates; does a general express business, and they take their freight at our depots.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? $312.00 per annum to January 1, 1882; $42.75 per mile per annum for first eleven miles, January 1 to June 30, 1882; compensation for remainder of road not determined.

What amount have you paid for receiving and delivering mail to and from stations on your road?

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882. March 23	A. J. Shockesly, laborer on construction train	Bridge near Spring Branch	Derailment of car.

INJURED.

1882. May 8	Chas. Engle, conductor	Benbow Station	Coupling cars.

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year 1
Number of persons injured during the year 1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—J. C. Atlee, Fort Madison, Iowa.
Vice President—Henry Ketchum, Fort Madison, Iowa.
Secretary—E. W. Merrill, Fort Madison, Iowa.
Treasurer—S. B. Kenrick, Fort Madison, Iowa.
General Superintendent—S. B. Kenrick, Fort Madison, Iowa.
Chief Engineer—Chas. Harley, Fort Madison, Iowa.
Auditor—S. B. Kenrick, Fort Madison, Iowa.
General Passenger and Freight Agent—S. B. Kenrick, Fort Madison, Iowa.
Attorneys—Van Valkenburg & Hamilton, Fort Madison, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

J. C. Atlee, Fort Madison, Iowa.
H. Ketchum, New London, Wisconsin.
D. M. Kelly, Green Bay, Wisconsin.
S. B. Kenrick, Fort Madison, Iowa.
E. W. Merrill, Fort Madison, Iowa.
J. D. M. Hamilton, Fort Madison, Iowa.
Geo. Schlapp, Fort Madison, Iowa.
Chas. Doerr, Fort Madison, Iowa.
T. P. Bingham, Green Bay, Wisconsin.

Date of annual meeting of stockholders, second Tuesday in July.
Fiscal year of company ends June 30th.
General offices of the company are located at Fort Madison, Iowa.

STATE OF IOWA, }
COUNTY OF LEE. } ss.

S. B. Kenrick, Superintendent of the Fort Madison & Northwestern Railway Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be as true, full, and correct a statement of the condition and affairs of said company as can be obtained from the data at his command on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) S. B. KENRICK,
Superintendent.

Subscribed and sworn to before me, this 15th day of September, A. D. 1882.

J. D. M. HAMILTON,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 16th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CEDAR RAPIDS & MARION RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association....$	60,000.00	
Amount authorized by vote of company.....	30,000.00	
Amount issued, number of shares, 600, amount paid in.....$		39,120.00
Total amount paid in as per books of the company.....$		39,120.00

Amount of stock per mile of road.....$	12,000.00
Amount of stock representing the road in Iowa.	60,000.00
Amount of stock held in Iowa.....	60,000.00
Total number of stockholders.....	25
Number of stockholders in Iowa.....	25

The $60,000 stock contemplates the building of street lines within the city limits of Cedar Rapids.

DEBT.

None. The notes and bonds as reported last year have all been paid and canceled, and there stand no liens on the road.

COST OF ROAD AND EQUIPMENT.

Construction of road.....$		3,997.95
Motors, cars, and buildings.....		2,367.89
Engine houses, car sheds, and turntables		657.81
Reported last year....		34,403.27
Total expended for construction, etc.....$		40,769.11
Average cost of construction per mile of road (5 miles.).....$	6,198.68	
Proportion of cost of construction for Iowa....	30,943.41	
Total cost of road and equipment.....$		40,769.11
Average cost of equipment per mile (5 miles).....		473.57
Proportion of cost of road and equipment for Iowa. All.		
Average cost of road and equipment per mile in Iowa (5 miles)$		8,153.82

GENERAL EXHIBIT.

Total earnings	$	13,796.54
Total expenses, including taxes		11,821.00
Net earnings		1,975.54
Interest paid during the year		369.66
Dividends declared (10 per cent)		3,000.00
Total income from all sources for the year	$	13,796.54

ANALYSIS OF EARNINGS.

Earnings, passenger		$	13,736.54
Mails			60.00
Total earnings, passenger department		$	13,796.54
Earnings per mile of road operated (5 miles)	$ 2,759.31		
Total income from all sources			13,796.54
Proportion of income for Iowa		$	13,796.54

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$	2,297.68
Repairs of bridges, including culverts and cattle-guards		13.50
Repairs of buildings, stations, and water-tanks		46.91
Total	$	2,358.09

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives and cars	$	1,276.18
Total	$	1,276.18

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives (motors)	$	2,167.87
Water supply		42.25
Oil and waste		273.37
Locomotive and passenger train service		3,330.50
Damages to property and cattle		76.13
Total	$	5,890.12

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	1,451.12
Legal expenses		545.0
General expenses		154.25
Stationery and printing		41.25
Rents		27.50
Extraordinary		77.49
Total	$	2,296.61

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	2,358.09
Maintenance of motive power and cars		1,276.18
Conducting transportation		5,890.12
General expenses, including taxes		2,296.61
Total operating expenses and taxes	$	11,821.00
Operating expenses per mile of road	$	2,384.20

GENERAL RECAPITULATION.

Total income	$	13,796.54
Total operating expenses		11,821.00
Net income above operating expenses		1,975.54
Net income above operating expenses and interest		1,605.88

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Real estate	$	500.00
Improvement and equipment		9,325.70
Construction account		30,943.41
C. G. Greene, treasurer		1,317.83
Dividends (on $30,000 first issue)		3,000.00
Repairs track		2,297.68
Office furniture and fixtures		4.75
Interest account		369.66
Extraordinary expenses (snow shoveling)		77.49
Car furniture		36.83
Rents		27.50
Water for motors		42.25
Bills received		600.00
Accounts received		77.50
Construction material		1,407.44
Car and motor service		3,330.50
Officers and agents		1,451.12
General expenses		154.25
Fuel account		2,167.87
Oil, waste, and tallow		273.37
Repairs, cars, and motors		1,276.18
Miscellaneous tools		94.85
Repairs, buildings, etc		46.91
Stationery and printing		41.25
Legal expenses		545.00
Loss and damage		76.13
Repairs of bridges		13.50
Total	$	59,498.97

CREDIT.

Stock account	$ 39,120.00
Profit and loss	2,997.81
Accounts payable	2,381.27
Passenger earnings	13,736.54
Unpaid vouchers	401.96
Mails	60.00
Pay-rolls	801.39
Total	$ 59,498.97

DESCRIPTION OF ROAD.

Length main line of road from Cedar Rapids to Marion, miles	5
Total length of road belonging to this company, about 5 miles and 400 feet.	
Total length of iron rails in Iowa, exclusive of sidings, full, miles	5

Weights per yard, iron, part 16, and part 22 pounds.

Gauge of track	4 ft. 8½ in.
Total miles road operated by this company in Iowa	5

STATIONS.

Number of stations on all roads owned by this company	2

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	15

ROAD-BED AND TRACK.

Number of track sections in Iowa	1
Average length of sections, miles	5
Average number of men in each section gang	5

Total track laid with new rails during the year in Iowa, near ½ mile.

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Milwaukee & St. Paul R'y, at half way between Cedar Rapids and Marion.
Burlington, Cedar Rapids & Northern R'y, at Cedar Rapids.
Chicago & Northwestern R'y, at Cedar Rapids.

ROLLING STOCK.

Number of locomotives, (motors)	3
Number of passenger cars	4
Maximum weight of motors and tenders (6 and 8 tons).	
Number of locomotives equipped with train brake	3
Kind of brake, steam brake.	
Number of cars equipped with train brake	4
Kind of brake, common wheel.	

TRAIN MILEAGE.

Miles run by passenger trains during the year	2,340

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	1

PASSENGER TRAFFIC.

Average amount received from each passenger, cents	2½
Highest rate of fare per mile for any distance, cents	3
Lowest rate of fare per mile for any distance, cents	1½

SPEED OF TRAINS.

Rate of speed of passenger trains, including stops, about 10 minutes per mile.

ADDITIONAL QUESTIONS.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? $150 per annum.

What amount have you paid for receiving and delivering mail to and from stations on your road? $15.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

July 20, 1881, Dennis Colbert, employe of company, trackman, Marion, Iowa. Was run over; he stepped in front of motor while same was in motion, intending to get on, missed his step and was thrown under, and died from injuries received about ten days after accident. Colbert stated before his death he was to blame for the accident, and not the company.

The above was reported in last year's report by error, as it belonged to this year.

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	1
Number of persons injured during the year. Don't know.	

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Wm. Greene, Cedar Rapids.
Vice-President—O. T. Richmond, Marion.
Secretary—N. B. Consigny, Cedar Rapids.
Treasurer—C. G. Greene, Cedar Rapids.
Superintendent—J. P. Messer, Cedar Rapids.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Wm. Greene, Cedar Rapids, Iowa.
S. C. Bever, Cedar Rapids, Iowa.
G. W. Bever, Cedar Rapids, Iowa.
F. C. Hoomel, Cedar Rapids, Iowa.
N. C. Blake, Cedar Rapids, Iowa.
O. T. Richmond, Marion, Iowa.
R. M. Jackson, Marion, Iowa.

Date of annual meeting of stockholders, third Monday in January.
General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA, }
COUNTY OF LINN. } ss.

J. P. Messer, Superintendent of the Cedar Rapids & Marion Railway Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) J. P. MESSER,
Superintendent.

Subscribed and sworn to before me, this 21st day of August, A. D. 1882.

[L. S.] N. B. CONSIGNY,
Notary Public in and for Linn County, Iowa.

Received and filed in the office of the Commissioners of Railroads, this 23d day of August, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

ST. LOUIS & DES MOINES NORTHERN

RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	$ 3,000,000.00	
Amount of common stock issued		$ 387,750.00
Amount of preferred stock issued, and conditions of preferment		335,000.00
Total amount paid in as per books of the company		$ 722,750.00

Amount of stock held in Iowa	$ 193,875.00
Total number of stockholders	2
Number of stockholders in Iowa	1

DEBT.

Funded debt as follows:

First mortgage bonds due August 1, 1921, rate of interest 6 per cent	$ 303,000.00
Interest paid on same during the year. None.	
Bonds are $4,000 per mile from west city limits to Clive station, and $8,000 per mile from Clive station north.	
Total amount of funded debt	$ 303,000.00
Total amount of floating debt. None.	
Total amount of debt liabilities	$ 303,000.00

Amount of debt per mile of road	$ 8,000.00
Total amount of stock and debt	1,025,750.00

Amount of stock and debt per mile of road. When the road is completed, the amount will be $28,000 per mile.

COST OF ROAD AND EQUIPMENT.

Total expended for construction	$ 1,025,750.00

Average cost of construction per mile of road (42.365 miles)	$ 28,000.00

The equipment is included in the cost of the road.

GENERAL EXHIBIT.

Total earnings	$ 2,932.00
Total expenses, including taxes	1,998.07
Net earnings	$ 934.30
Interest accruing during the year	9,090.00
Interest on funded debt	9,090.00

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 1,205.18	
From all passengers		$ 1,205.18
Total earnings, passenger department		$ 1,205.18
Earnings, freight:		
From local	$ 1,727.19	
Total earnings, freight department		1,727.19
Total transportation earnings		$ 2,932.37
Proportion of earnings for Iowa		2,932.37
Total income from all sources		$ 2,932.37

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 1,177.75
Total	$ 1,177.75

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 5.00
Total	$ 5.00

CLASS 3—CONDUCTING TRANSPORTATION.

Passenger train service	1.25
Damage and loss of freight and baggage	1.04
Agents and station service	426.08
Station supplies	77.40
Total	$ 505.72

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$ 224.00
Stationery and printing	85.00
Total	$ 309.60

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 1,177.75
Maintenance of motive power and cars	5.00
Conducting transportation	505.72
General expenses, including taxes	309.60
Total operating expenses and taxes	$ 1,998.07

GENERAL RECAPITULATION.

Total income	$ 2,932.37
Total operating expenses and taxes	1,998.07
Net income above operating expenses, taxes, interest, and rental	934.30

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1882.

DEBIT.

F. M. Hubbell, treasurer	$ 906.10
Des Moines station	27.60
Clive station	.60
General office	224.00
Agents and clerks	418.53
United States mail expense	7.50
Stationery	85.60
Engine repairs	5.00
Track repairs	1,177.75
Train and station supplies	77.40
Conductors, baggagemen, and brakemen	1.25
Lost and damaged freight	.68
Drawbacks and overcharged freight	.36
Total	$ 2,932.37

CREDIT.

Gross earnings	$ 2,932.37
Total	$ 2,932.37

DESCRIPTION OF ROAD.

Length main line of road from Des Moines to Boone, miles	42.365
Total length of road belonging to this company, miles	42.365
Aggregate length of sidings and other tracks not above enumerated, feet	6,038
Same in Iowa, feet	6,038
Aggregate length of track computed as single track, exclusive of sidings, miles	42.365
Same in Iowa	42.365
Total length of iron rails in tracks in Iowa, exclusive of sidings	42.365
Gauge of track	3 feet.
If any part of the road was first opened for operation during the past year, state the date. May 1, 1882.	
Total miles of road operated by this company	42.365
Total miles road operated by this company in Iowa	42.365

STATIONS.

Number of stations on all roads owned by this company	8
Same in Iowa	8
Number of stations on all roads operated by this company	8
Same in Iowa	8
Number of telegraph offices in stations in Iowa	6

EMPLOYES—OPERATING DEPARTMENT.

Number of persons regularly employed on all roads operated by this company	20
Same in Iowa	20
Amount paid employes, including officials, on all roads operated by this company	$ 1,876.00
Same in Iowa	1,876.00

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Combination bridges over 100 feet in length	16	7,022
Combination bridges under 100 feet in length	56	3,400
Wooden trestle and pile	16	7,022

BOX CULVERTS IN IOWA.

Timber	92

CATTLE-GUARDS.

Number of in Iowa	116

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
Des Moines River	Combination	Iron and wood	1881 and '82	2,056
9 between Des Moines and Clive	Pile	Wood	1881	1,200
16 between Clive and Grimes	Pile	Wood	1881	1,088
19 between Grimes and Kelsey	Pile	Wood	1881 and '82	1,728
9 between Kelsey and Madrid	Pile	Wood	1882	368
18 between Madrid and Boone	Pile and trestle	Wood	1882	3,982

ROAD-BED AND TRACK.

Number of track sections in Iowa	7
Average length of sections, miles	6
Average number of men in each section gang	5

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Rock Island & Pacific Railway, at Des Moines.

What railroads cross your road, either over or under, and at what locality?

Chicago, Milwaukee & St. Paul Railway, at Madrid.
Chicago & Northwestern Railway, at Boone.

Number of highway crossing at grade	68
Number of highway crossings under railroad	3

FENCING IN IOWA.

How many miles of fencing have you on your road	2
What is the average cost per rod	$ .80
What is the total cost of same	512.00
How many miles of new fencing have you built during the year	2
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Polk county	33
In Dallas county	18
In Boone county	29

ROLLING STOCK.

	LEASED.	OWNED.	TOTAL.
Number of locomotives		3	3
Number of passenger cars		3	3
Number of baggage, mail, and express cars	1	0	1
Number of parlor and sleeping cars			
Number of dining cars			
Number of box freight cars		6	6
Number of platform cars		7	7
Number of other cars, excursion cars		8	8
Total			28

Maximum weight of locomotives and tenders, tons	12
Average weight of locomotives and tenders, tons	12
Kind of brake, Westinghouse air brake.	
Maximum weight of passenger cars, tons	6½
Average number of cars equipped with train-brake	24
Average weight of passenger cars, tons	6½
Kind of brake, 10 have double, and 14 have single.	
Number of passenger cars equipped with Miller platform and buffer	10

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by all trains during the year	5,669
Total train mileage	5,669

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	3
Average number of cars in freight trains	4

PASSENGER TRAFFIC.

Number of local passengers carried	2,293
Total number of passengers carried	2,293
Total passenger mileage, or passengers carried one mile	41,392
Average distance traveled by each passenger, miles	18
Average amount received from each passenger, cents	52
Highest rate of fare per mile for any distance, cents	4
Lowest rate of fare per mile for any distance, cents	2
Average rate of fare per mile for all passengers, cents	2.8

FREIGHT TRAFFIC.

Total tons of freight carried	894
Total freight mileage, or tons carried one mile	19,293
Average rate per ton per mile received for local freight, cts	.8.9
Average rate per ton per mile received for all freight, cts	.8.9
Percentage of freight originating at, and carried to stations in Iowa, to total freight carried in Iowa. (This should not include fuel or any material for the use of the road)	100

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles	15
Rate of speed of freight trains, including stops, miles	10

TONNAGE OF ARTICLES TRANSPORTED.

Total tons carried	894

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? United States Express Company; have no contract with them; take their freight at depot.

U. S. MAIL IN IOWA.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service? Have no contract.

What amount have you paid for receiving and delivering mail to and from stations on your road? At Des Moines station, $5.00 per month.

TELEGRAPH.

How many miles of telegraph are owned by your company? 42.365.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? D. M. N. W. R'y, from Des Moines to Clive, 7.18 miles.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—J. S. Clarkson, Des Moines.
Vice President—J. S. Runnells, Des Moines.
Secretary—J. S. Polk, Des Moines.
Treasurer—F. M. Hubbell, Des Moines.
General Superintendent—C. F. Meek, Des Moines.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

J. S. Clarkson, Des Moines.
J. S. Runnells, Des Moines.
J. S. Polk, Des Moines.
F. M. Hubbell, Des Moines.
Frank J. Pusey, Council Bluffs.

Date of annual meeting of stockholders, first Thursday in January.
Fiscal year of company ends, December 31st.
General offices of the company are located at Des Moines, Iowa.

STATE OF IOWA, }
COUNTY OF POLK. } ss.

I, C. F. Meek, General Superintendent of the St. Louis, Des Moines & Northern Railway Company, being duly sworn, depose and say that I have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of my knowledge and belief.

(Signed) C. F. MEEK.

[L. S. OF R. R.]

Subscribed and sworn to before me, this 19th day of December, A. D. 1882.

[L. S.] FRANK H. PERRY,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 19th day of December, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

APPENDIX A.

ADJUSTMENT OF COMPLAINTS.

ADJUSTMENT OF COMPLAINTS.

INDEPENDENCE MILLS COMPANY, INDEPENDENCE IOWA, *Complainant*,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, BURLINGTON, CEDAR RAPIDS & NORTHERN RAILROAD COMPANY, *Respondents*. } *Discrimination.*

Filed, October 17, 1881.

DECISION OF THE COMMISSIONERS.

Referring to your letter of December 14th, last, wherein you complain of the high rates on wheat charged by the Illinois Central Railroad Company, and the reduction in charges on Minneapolis flour transported to Iowa markets, the Board has received the following letter from W. K. Ackerman, President of the Illinois Central:

CHICAGO, January 18, 1882.

E. G. MORGAN, *Secretary Board of Railroad Commissioners:*

DEAR SIR—Referring to your letter of the 20th ult., in regard to complaint of the Independence Mills Company, I would say that our rate on flour from Minneapolis to Independence is forty-five cents per barrel, and this is a higher rate than we charge on our Iowa Division locally for the same distances and on the same class of freight. Our wheat rates on our Iowa Division we think are unreasonably low, and the Independence Mills Company has the advantage of them. I do not see that they have any just cause of complaint, because we haul at a higher rate on flour from another State than we charge locally in Iowa.

Yours respectfully,

W. K. ACKERMAN, *President.*

If the through Minnesota rate to Iowa points is higher than the Iowa local rates it would seem that this is all that could reasonably be asked as to the *relation* or *proportion* of the two charges. Such facts show that Iowa local interests already have an advantage over shipments from Minnesota. The next question is, are the Illinois Central local rates reasonable in themselves? In a former letter you asked for the rate from Waterloo to Independence. On examination we find it to be 6.20 cents per 100 lbs. on wheat, or 3.72 cents per bushel. This is almost exactly the rate fixed by the Iowa tariff ("Granger act") law of 1874. To be exact, the rate charged now is 6.20 per 100 lbs.; the "Granger rate" was 6.14 cents per 100 lbs.—an increase of only .06 of a cent per 100. The Illinois Central is still operating

under "Granger rates" substantially, having made but a slight increase since the repeal of that law, and this only on short hauls and partial car loads.

It was everywhere conceded that the rates of the "Granger law" were exceedingly low, and surely the Illinois Central's Iowa business does not indicate anything like profits year by year. As to the rate on wheat from Waterloo to Independence, and from other stations on the Illinois Central, the Commissioners hold that they are not unreasonable. As to the rate on Minneapolis flour to Iowa points: the rate being relatively higher than Iowa local rates for like distances, they see no good ground of complaint. Besides, they have no jurisdiction over rates between different States, and are powerless in the premises.

As to the branch of your complaint referring to the Burlington, Cedar Rapids & Northern, Superintendent Ives writes that their rate on Minneapolis flour to Independence and other points on the Milwaukee Division is fifty cents per barrel. This is five cents higher than the Illinois Central rate for same service, and therefore makes the relative advantage still greater in favor of Iowa local rates on wheat.

If the Commissioners had the power, they would be reluctant to use it in recommending a higher rate on Minneapolis flour. On this subject Superintendent Ives uses this language: "We think if the Commissioners will "inquire, they will ascertain that people at Independence imported this "flour in consequence of the Mill Company being unable to furnish the "local wants through scarcity of milling wheat. The Independence people "do not state upon what basis they claim our rate to be too low—what the "expense is of the relative flours and reasonable margin for manufacturing "and difference in grades, theirs not being equal to Minneapolis flour. I "think you will learn that these gentlemen wish all other flour excluded "from Independence for the purpose of monopolizing the trade."

The Commissioners have made no inquiry as to those statements, nor are they pertinent to the case. As to the rates of this road on wheat, it should be understood that of the entire run from Northwood to Independence—177 miles, 138 miles is over class "A" road, while 39 miles is class "C." By careful computation we find that the rate now charged exceeds the Granger rate for that distance by one cent and fifty-four hundredths per 100 lbs. The rate on wheat from Postville to Independence, same distance as between Leroy and Postville on the C., M. & St. P. R'y is fifteen cents per 100 lbs., while that of the latter is twenty cents as you know; though they have agreed to make you the same rate as the former, and will probably refund you the five cents overcharge on the shipments in controversy. We do not think their rates unreasonable under all the circumstances; and even if in our judgment they were otherwise, the Board is without authority as to Gordonsville and Glenville shipments, those stations being in another State.

Des Moines, Iowa, January 23, 1882.

SAMUEL A. AYRES & COMPANY, DES MOINES, IOWA, *Complainants*,
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, *Respondent*.
} *Damages.*

Filed, October 22, 1881.

DECISION OF THE COMMISSIONERS.

This complaint was brought before the Board by Mr. Ayres in writing on the 22d day of October, 1881, and consists of two separate claims for damages.

The first, that on the 9th of October, 1880, he received a box of fancy goods, vases, etc., from the Chicago, Rock Island & Pacific Railway Company, shipped from New York; that he notified the agent that the goods were received in a damaged condition; that at the request of the agent he made a list of the damaged goods at cost price, and has repeatedly since that time asked payment of the claim.

Mr. Sage, general freight agent of the company, in a letter to the president of the road, dated December 15th, says: "The injury was received "from improper packing, that vases were broken, one each of two pairs; "Mr. Ayres retained the single vases in his possession, and the question was "whether the company should pay one-half or the whole of the $4.37; if the "claim had been pressed no doubt it would have been paid." The deposition of Mr. Ayres with regard to this package is, that the box was stove in at the corner, looking as if some heavy weight had been thrown or dumped upon it; that in his judgment the vases were carefully packed; that two vases out of four pairs were unbroken; that after holding them for nearly a year subject to the order of the railway company, he sold them for about one dollar; that he had used his best endeavors to get payment, and pressed the claim in every way he knew before entering this complaint. In presenting this claim he only charged the railway company what the goods actually cost him. The Commissioners regard Mr. Sage's letter as an admission that with the facts correctly stated, Mr. Ayres should be paid the amount of the claim, $4.37, and so find.

The second claim of Ayres & Co. is for damage to crockery in a crate, which from the bill of lading seems to have been shipped from New York on the 6th day of April, 1881, and received at Des Moines on the 15th. On the bill, in red letters, is stamped "owner's risk." It appears that the crate was shipped from New York to Baltimore by vessel, and the bill of lading says that the marine risk is assumed by the Baltimore & Ohio Road. H. F. Gleason, agent of the Chicago, Rock Island & Pacific Railway, says that the crate was received and loaded in apparent good order on the 10th of April. On the 18th of April, we find the following signed by the check clerk of the Rock Island Railway in Des Moines: "Notation on delivery, one side and "end partially detached; no appearance from outside of contents being "damaged. The breakage reported could not be caused by the strain of the "crate; probable cause, either bad packing or a heavy fall." This was signed "Fred." On July 1st, 1881, the general freight agent of the Baltimore &

Ohio Railway declined to pay any portion of the damage, as the crate was delivered to the Rock Island Road in apparent good order. Tracing the crate from Chicago, it was found that it was put in a sealed car and reached Des Moines with seals unbroken; the engineers and conductors all agree that the car had no rough handling. Mr. Royce, Division Superintendent, concludes that the damage must have occurred in loading or unloading the car.

On the 20th of August, Mr. Tewksbury, agent, declines to pay the breakage for two reasons:

First. The breakage was ordinary.

Second. That property was shipped at owner's risk.

This was the situation at the time the case was referred to this Board.

Ayres & Co.'s bill is as follows: For damage to goods in crate earthenware, No. 438, shipped by Thomas Maddock & Bro., *via* Baltimore & Ohio Railway, April 6, 1881.

6 ewers at 34 cents each	$ 2.04
5 basins at 34 cents each	1.70
2 covered chambers at 42 cents each	.84
1 soap dish cover and drainer	.26
2 cups and 3 saucers	.15
Total	$ 4.99

With regard to ordinary breakage Mr. Ayres says that it is from one to two per cent, that the breakage on this crate was ten per cent, and his statement seems so reasonable that we do not think it necessary to pursue this defense further. The second, that the goods were shipped at owner's risk, is practically all that there is in the case that would seem to justify a defense.

The obligation of the common carrier is to transport and deliver goods in same condition as when received, unless prevented by the "act of God or "public enemies"; this obligation is changed by what in fact is a modification of the contract, the railway company stamping on the bill of lading "owner's risk." This is done in all goods that are specially liable to injury, without consulting either the shipper or consignor. Of this, however, Mr. Ayres has no reasonable ground to complain, for he says that all his earthenware is received in that way, and he supposes the railway companies will receive it on no other condition. We have examined authorities as to the extent of the modification of the contract, and find the general line of decisions to sustain the following views:

Hutchinson on Carriers, Sec. 248: "A carrier cannot contract for exemption "from liability for losses caused by his own or the negligence of his serv-"ants." Some cases are reported as taking a different view, and releasing the carrier from negligence.

SEC. 257. But it will be observed that these cases occurred in States in which the law permits the carrier, by express contract, to relieve himself from the consequences of his negligence. It will consequently be found that in several of the cases heretofore cited as recognizing the right of the

carrier thus to put a limit on the liability to which he would otherwise be subjected, it is distinctly coupled with the condition that whenever the loss can be so traced to his negligence, the contract for limited liability will not avail him, and will be considered out of the way.

SEC. 263. These conclusions, after so thorough an examination of the subject, may be said to have decidedly turned the scale in favor of the exclusion of all contracts between carriers and their employes exempting the former from the consequence of the negligence of every grade of themselves or their employes or servants.

SEC. 262. Case of *Railroad Co. v. Lockwood*, the Supreme Court of the United States held: *First*, that a common carrier cannot stipulate for exemption from responsibility, when such exemption is not just and reasonable in the eye of the law.

Secondly, that it is not just and reasonable in the eye of the law for a common carrier to stipulate for exemption from responsibility for the negligence of himself or his servants.

Thirdly, that these rules apply to carriers of goods and carriers of passengers.

Schouler on Bailments, page 485: The letters "O" "R", written on a bill of lading, aim in some cases to qualify the common law liabilities. The use of this expression by a common carrier seems to throw back the risk of carriage upon the sender or owner so far as public policy will permit.

Page 492: So strong is public sentiment in some parts of our country against allowing railways to qualify their common law liability by special contract at all, that the legislation of certain States make all such contracts utterly void.

Lawson on Contracts of Carriers, Sec. 187: The term "owner's risk" in a contract for transportation, imports that the owner assumes the risk arising from the ordinary dangers of transportation by the means employed, which the reasonable and ordinary care of the common carrier might be insufficient to prevent, and the latter is liable only for those dangers which with ordinary care and prudence might be avoided. He will still be answerable for his own negligence or misconduct or that of his servants or agents.

Section 1308, Code of Iowa: No contract, receipt, rule, or regulation, shall exempt any corporation engaged in transporting persons or property by railway, from liability of a common carrier or carrier of passengers, which would exist had no contract, receipt, rule, or regulation been made or entered into.

The crate was received in Chicago in apparent good condition; when delivered in Des Moines, it was first reported shaky, and afterward the check clerk reported one side and end detached. His note is that the breakage probably came from bad packing or a heavy fall. Bad packing certainly never broke the crate; rough handling or a heavy fall might. The company show very satisfactorily that it was not done in transit between Chicago

and Des Moines, as it was in a sealed car, and every conductor and engineer that had it in charge says that the car had no rough usage.

We think the facts as stated show that the burden of proof lies with the railway company, to prove that it was not injured while in their hands. They have shown that one class of their servants did not injure it, and must have had the same means of ascertaining whether another did.

It seems to us entirely within their power to trace this package from its receipt to its delivery, and the company can hardly mean to say, "if Messrs. "Ayres & Co. think this company has been negligent, let them say when, "where, and in what it was negligent."

Ayres & Co. first saw the crate when it was delivered to them broken; when it came into the hands of the railway company it was in apparent good order.

The conclusion of the Commissioners is, that the Chicago, Rock Island & Pacific Railway Company should pay Messrs. Ayres & Co. the amount of the bill rendered, which is:

For this claim	$ 4.99
For the first claim	4.37
Total	$ 9.36

The amount of this claim is small, but the Board of Railroad Commissioners have given the subject careful investigation, as the principle that underlies it is important, and from the request of the president of the road "that the Commissioners should give expression to their views as to whether "the billing at owner's risk, in consideration of reduced rates, can be con-"sidered as a release from claims of this class."

Des Moines, Iowa, February 15, 1882.

W. S. RICHE, MUSCATINE, IOWA, *Complainant*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondent*. } *Damages.*

Filed, October 29, 1881.

DECISION OF THE COMMISSIONERS.

The complainant alleges that he shipped a car load of melons at Muscatine, consigned to St. Paul *via* the Burlington, Cedar Rapids & Northern Railway; alleges an unreasonable delay in transporting the freight, in consequence of which the melons rotted to some extent before reaching their destination, and claims damages for the alleged loss. In a supplemental letter of complaint it is alleged that the parties saw the car of melons standing on the track at Albert Lea "broken open and a good many of the melons gone"; also, that on application to the company for damages and a release of the freight charged, the company refused and replied, "no one to blame."

Complainant makes demand for $125.80 damages, "on account of delay." Superintendent Ives, of the railway complained of, makes oath to the allegations as follows, relating to the movements of the melons: The shipment was loaded at Muscatine on Friday, August 5th, and left Muscatine by first train Saturday morning; taken from Nichols by first freight train, and arrived at Cedar Rapids same day, Saturday. As we run no freight trains on Sunday, this car laid at Cedar Rapids until 2:30 Monday morning, and reached Albert Lea at 5:30 same day; left Albert Lea at 2 Tuesday morning, arrived at Minneapolis afternoon of same day and delivered to St. Paul, M. & M. R'y for St. Paul, which point was reached that night, and consignee received property on Wednesday, the 10th, being actually three days in transit, and one additional day (Sunday) making four days in the hands of the railway.

In a subsequent communication, dated December 15, Mr. Ives further says: "I have gone over the matter again and must refer you to mine of October "31st to you, on the same subject, the facts therein stated remaining fully "substantiated on the second investigation. Our records show the move- "ment of the car day by day, the trains showing no delay, but car moved "by first train every time. As to the statement of his (Richie's) agent, Mr. "Barnard, about his seeing the car standing on the track at Albert Lea, bro- "ken open, he says: But he is unable at this date to swear positively as to "the number of the car. * * * As for the car being broken open, "shippers of melons do not want the cars fastened and sealed as with other "property, but want to leave the doors partially open with slats nailed on "in order to ventilate the car, and it is distinctly understood with shippers. "Mr. Richie was particularly told that if he desired cars left in this condi- "tion, it must be at his own risk of having them stolen, as when freight of "this character is left so exposed it is practically impossible for the railway "to defend it from tramps and other irresponsible parties. * * * * "The statement made by Mr. Richie that our agent at Albert Lea states in "his letter to them that he found my car standing on the track broken open "and a good many of the melons gone, is erroneous, as no such statement "was made by our agent."

It is the judgment of the Commissioners, therefore, that there was no detention of this car of freight, entitling complainant to damages. The other branch of the complaint, that the car was broken open and a part of the melons taken out and destroyed while the car was at Albert Lea, Minnesota, has not been sustained by any competent evidence. Indeed, it is admitted in complainant's letter of November 26th, that his agent, Mr. Barnard, "is unable to swear positively to the number of the car." Complainant asserts that the railway company's agent at Albert Lea states in his letter to them that he "found my car standing on the track broken open and a "good many of the melons gone." Replying to this, Superintendent Ives says: "The statement is erroneous, as no such statement was made by our agent." The Commissioners have waited patiently for proof from the complainant, but up to this time nothing beyond the allegation of complainant

has been supplied. But the fact that the contract to carry the freight was for inter-State service, takes the case as to the question of damages out of the jurisdiction of this Board, their powers extending only to business and contracts for service wholly within the State of Iowa.

The proper remedy for complainant is in the courts.

Moines, Iowa, January 25, 1882.

R. B. FISHER, KNOXVILLE JUNCTION, IOWA, *Complainant*,
vs.
CHICAGO, ROCK ISAND & PACIFIC RAILWAY COMPANY, *Respondent*.
} *Petition for Crossing.*

Filed November 4, 1881.

KNOXVILLE JUNCTION, MAHASKA CO., IOWA, November 2, 1881.

To the Railroad Commissioners, State of Iowa:

The undersigned complainant, R. B. Fisher, respectfully represents that he is the owner of land on both sides of the Chicago, Rock Island & Pacific Railway, at Knoxville Junction; that he has a residence on one side of the said railway, and has a tract of about nine acres on the south side of said railway, and a tract 66 by 133 feet on north side of said railway; his residence is on the north side and his place of business on the south side of said railway; that on October 11, 1881, he gave to the agent of said railway company, at Knoxville Junction, a notice, a duplicate as follows:

STATE OF IOWA,
COUNTY OF MAHASKA. } ss.

To the Chicago, Rock Island & Pacific Railway Company: Take notice that I own a tract of land at Knoxville Junction, Iowa; said tract consisting of about three acres of land, lying on both sides of your railway. I desire that a good and convenient crossing be made over your railway; said crossing to be immediately west of the end of your platform at said junction; said crossing suitable for teams and persons. I desire that said crossing be constructed immediately. R. B. FISHER.

October 11, 1881.

That said company has not made any crossing over said railway as requested, and has violated its duty in that respect, and he asks the said Commissioners to take cognizance of said grievance and to require said company to comply with said request, and to give him such relief as he may be entitled to. Respectfully,

R. B. FISHER.

Subscribed in my presence and sworn to before me, this second day of November, 1881, by the above named R. B. Fisher.

JOHN D. LACEY, *Notary Public.*

DECISION OF THE COMMISSIONERS.

The complaint as to failure of the Chicago, Rock Island & Pacific Railway Company to construct causeway for R. B. Fisher over its track between lots or parcels of his land either side thereof, was duly referred to the president of said company. Reply has been received, together with a plat of the

town, which shows that not only several side-tracks intervene between his lots, but that a public street also intervenes. And it is also shown by the respondent that these streets and lots have been laid out since the construction of both lines of railway. And the Board further finds that were the foregoing facts wanting, he still would not be entitled to the causeway he demands, as the point he designated is unsafe, and consequently an unreasonable place. And it is further shown by his own letter that there is a public street between his north lot and the railway. Consequently, section 1268 of the Code of Iowa has no application in this case.

The Commissioners are, therefore, clearly of the opinion that complainant is not entitled to the causeway he requests of the railway company.

Des Moines, Iowa, January 27, 1882.

HUTTUN & DURETTE, RANDOLPH, IOWA, *Complainants*,
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent*.

Filed November 26, 1881.

SIDNEY, IOWA, November 22, 1881.

DEAR SIR—We have been refused the justice of the payment for the loss of ten hogs that were killed for us in shipment on or about May 23, 1881. We billed the hogs to be fed at Ottumwa and Galesburg, but they run right on past Ottumwa and fed them at Burlington, and we had ten dead hogs. Our commission men presented a bill for the same to the general agent, I believe, at Chicago. We have written several times and get no answer at all lately. They wrote us last spring that our bill was on file and the account would be considered when our turn came; we think our turn ought to come pretty soon. Will you please write me in regard to the case.

Our commission men are Rosenbaum, Bass & Co.

Yours truly,

HUTTUN & DURETTE.

Address: Randolph, Fremont county, Iowa.

P. S.—We ship a great deal of stock, and feel we ought to have pay for this without any trouble; they violated the contract, and certainly ought to pay for that reason. A collision killed the stock, and we understand there was a collision about that time, near that place, in the eastern part of the State. H. & D.

A copy of this letter was sent the general manager of the Chicago, Burlington & Quincy Railroad, which was answered as follows:

CHICAGO, December 9, 1881.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, State of Iowa, Des Moines, Iowa:*

DEAR SIR—Your favor of the 28th ult., addressed to our general manager, containing complaint of Huttun & Durette, is referred to me for answer. In reply have to say that this claim has been in process of investigation since presented, and while H. & D. may be technically correct in saying that they have written us several times in regard to same without reply, they

must be aware that the papers have been in Sidney once or twice and that they have seen them there.

The facts are substantially as stated; namely, that in May last they shipped sixty-five hogs in a car for Chicago, with orders to feed at Ottumwa and Galesburg. For some reason the car was not unloaded at Ottumwa but run to Burlington before unloading. Whether this was done through any negligence on the part of the company's employes, or whether it was done at the request of the party in charge of the stock we have been unable to ascertain, for the reason that the man who was then in charge of our yards at Ottumwa has left the service.

The real questions at issue, and those we are trying to decide, are these: 1st. Was the feeding point changed by order of the party in charge of the hogs; and, 2d. Were the ten dead hogs which were found on arrival of the car in Burlington killed by reason of overloading or because of the extra four hours occupied in the run from Ottumwa to Burlington before being unloaded. It seems altogether probable that the loss was occasioned by overloading, but inasmuch as it is one of those questions which can never be settled in a manner satisfactory to both parties, we have been aiming to get all the facts, before further negotiating with H. & D. as to settlement. The complaint of H. & D. to you is a little premature. It is questionable if we owe them anything. If we do, we are ready and willing to pay it, but the investigation of doubtful claims like this, necessarily takes a good deal of time. We shall be ready in a few days to say to them that we will or will not pay the claim. Yours truly.

E. P. RIPLEY, *General Freight Agent.*

On the 20th of February, the complainants informed the Commissioners that they had settled with the railroad company.

J. Q. HANNA, GOLDFIELD, IOWA, *Complainant,*
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent.*

Filed, November 29, 1881.

GOLDFIELD, IOWA, NOV. 22, 1881.

HON. M. C. WOODRUFF:

DEAR SIR—I wish to call your attention to the T. & N. W. R. R. Co., in regard to the location of their depot, and also their manner of operating trains.

1st. The T. & N. W. asked the people of Goldfield to assist them by voting a five per cent tax, agreeing on their part that if the tax was voted, they would act in good faith with the people, build their road and depot according to terms set forth in their proclamation. The people voted the tax, and the company went to work as though they intended to accept the conditions, representing to owners of land along the line that they expected to build their road and depots as set forth in their election proclamation, and in settlement for right of way deducted the five per cent from the damage, really collecting from some of our citizens the five per cent tax. After securing the right of way in the manner above stated, they located their depot one and one-half miles from the point agreed upon, and one mile from the crossing of the B., C. R. & N. R'y, and they now refuse to deliver freight or mail or passengers at Goldfield, making it very inconvenient for our people. We doubt not that the N. W. Co. are *able* and *willing* to ignore our rights, but we are not disposed to submit tamely.

I have every reason to believe that their action in regard to Goldfield has been governed by spite and envy of little great men. I would like very much to hear from you in regard to this matter.

Very respectfully,

J. Q. HANNA.

A copy of this letter was sent the General Manager of the Chicago & Northwestern Railway, and the General Superintendent of the Burlington, Cedar Rapids & Northern Railway. Mr. Hughitt replied as follows:

CHICAGO, JULY 26, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines:*

DEAR SIR.—Referring to the complaint of Mr. Hanna, of Goldfield, Iowa, respecting the construction of the Toledo & Northwestern Railway, I have to say: The company has no knowledge of any misrepresentation or deception practiced by the agents appointed to procure the right of way, and station grounds for that road. There was a large amount of tax aid voted to the company, but not one dollar has been accepted by it. The company preferred to be free from the conditions usually imposed under such circumstances. The right of way has been paid for as agreed in all cases. I do not know of any unsettled claims against it. Stations have been located at such points as, in the judgment of the management, the interests of the company and its patrons would be well served. The branch of the Burlington, Cedar Rapids & Northern Railway, to which Mr. Hanna refers, did not exist at the time the Toledo & Northwestern road was built.

Very truly,

MARVIN HUGHITT.

GOLDFIELD, IOWA, February 6, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners:*

DEAR SIR—Yours of January 27th received, and in reply thereto I beg leave to submit the following: 1st. The proclamation calling the special election, and fully setting forth the conditions. The agents of the Toledo & Northwestern Railway did often assert that all the people had to do was to vote the tax, and that the road would be constructed as set forth in the proclamation, or notice. If desired I can furnish you many affidavits that they so represented. They have built the depot about one and one-half miles from the place named in the notice.

They have been running trains thereto about nine or ten months, and all that they have now to prove that they located the depot "so as to accom-"modate the public, etc.," is *one store* and a *hay press*. You will see by reading the notice, that a depot was to be built within half a mile of the southwest corner of section 34, 92, 26. As soon as the tax was voted, they proceeded at once to secure the right of way, representing to the citizens that they intended to accept the tax, and build according to said notice. In proof whereof I herewith attach evidence of county recorder.

In order to explain the method pursued to secure right of way, I will explain the settlement with George W. Hanna.

They agreed that his damages would amount to $200, that his five per cent tax would amount to $150. They paid him $50, and released him from tax. It is plain to be seen Geo. W. Hanna has paid the Toledo & Northwestern $150, for something or nothing, which?

If they had built according to proclamation they would have earned the tax, and Geo. W. Hanna would have had no reason to complain of unfair treatment. But as they did not build the depot as agreed, they are certainly $150 or more ahead in this one transaction.

The above is a fair illustration of the methods used to secure this right of way. Was there no deception used? These people worked earnestly to

comply with all demands of the company, and succeeded in securing the aid demanded, and they did it in good faith. What we now ask is, that the Toledo & Northwestern put in a depot at Goldfield, and that the Toledo & Northwestern and Burlington, Cedar Rapids & Northern Railways, unite in putting in a transfer or Y.

Very respectfully,

J. Q. HANNA.

CLARION, February 3, 1882.

MR. J. Q. HANNA:

DEAR SIR—I find upon records of this county deeds given by residents of Liberty township to the Toledo & Northwestern Railway Company for right of way. I also find in the deeds first, as a consideration, the sum of one dollar up to forty dollars. Also deeds say that in further consideration, the company agrees to remit the railway taxes due from these several parties.

J. S. Braden, through southwest southwest 3, 91, 26.
W. Nees, through south half northeast 33, 92, 26.
John Kelling, through southeast quarter 6, 92, 26.
Lucy Barnes, through west half southeast 28, 92, 26.
Geo. W. Hanna, through east half southwest 21, 92, 26.
J. H. McHenry, through south half northwest 8, 92, 26.
Chas. D. Fields, through land in 8, 92, 26.

And I further say that W. Nees has never received one cent for his right of way. The company agreed to remit his railroad tax and build fence and make crossing by January 1, 1882, and these stipulations are in the deed, and they have failed to comply with any of them.

I hereby certify that the above stipulations and conditions are contained in the several deeds above mentioned.

ED. HARTSOCK, *Recorder*.

NOTICE OF SPECIAL ELECTION.

Whereas, on the 21st day of May, 1880, a petition signed by a majority of the resident freehold tax-payers of Liberty township, Wright county, Iowa, was presented to the undersigned, trustees of said township, asking the submission to the qualified electors thereof the question of whether a tax of five per centum shall be levied upon the present valuation of the taxable property of said township for the purpose of aiding in the construction of the Toledo & Northwestern Railway from a point near Callanan, Hamilton county, Iowa, to a point on the north line of the State of Iowa, under the provisions of chapter 123, laws of the Sixteenth General Assembly of Iowa, and amendments thereto contained in chapter 157, laws of the Seventeenth General Assembly of said State, and chapter 28 of the laws of the Eighteenth General Assembly of said State, said tax to be due and payable and collectible as follows: One-half thereof in twelve months after the said road is fully completed to Goldfield, and a depot built within one-half mile west of the southwest corner of section 34, township 92 north, range 26 west, and the remaining half of said tax shall be due, payable, and collectible one year thereafter; provided, also, that the whole of said road shall be completed between said points on or before the 31st day of December, 1881, and that the said railroad company shall, within ninety days after said tax is voted, file with the auditor of Wright county, their acceptance of the aid so voted, and their agreement to build the proposed railroad.

Therefore, notice is hereby given that on the 5th day of June, 1880, at the school-house in Goldfield, the place where the last general election was held, a special election will be held for the purpose of submitting the above ques-

tion to the qualified electors of said township, in the following form: For taxation, or against taxation.

Given under our hands this 22d of May, A. D., 1880.

E. C. McINTOSH,
JAMES MACK,
A. McINTYRE,
Trustees of Liberty Township.

Attest: S. B. KIMBALL, *Township Clerk.*

I hereby certify that the above is a true copy of the proclamation upon which aid was voted to the Toledo & Northwestern Railway.

J. E. ROBBINS, *Township Clerk.*

RECOMMENDATION OF THE COMMISSIONERS.

A copy of this recommendation was sent to Marvin Hughitt, General Manager C. & N. W. R'y, and to C. J. Ives, General Superintendent B., C. R. & N. R'y, on the 10th day of February, 1882.

The Board are in receipt of another letter from Mr. J. Q. Hanna, of Goldfield, Iowa, requesting that a "Y" be put in and a station-house built at the intersection or crossing of your road at said town, with the Burlington, Cedar Rapids & Northern Railway. He also claims that you have accepted the tax voted by the people of Liberty township, and violated the conditions on which you accepted it. This branch of the case, however, the Board decline to entertain for want of jurisdiction. As to the request for the "Y" and the station-house, it is the judgment of the Board that you comply therewith. Section 1292 of the Code of 1873, as amended by chapter 18, laws of the Fifteenth General Assembly, provides: Any railway corporation operating a railway in this State, intersecting or crossing any other line of railway of the same gauge, operated by any other company shall, by means of a "Y," or other suitable or proper means, be made to connect with such other railway so intersected or crossed. Section 1293 of same act amended as above, provides that "when such corporations are unable to agree upon "the methods and terms of such connections * * * either "or any person interested in having such connection made may make appli-"cation to the District or Circuit Court in any county in which said connec-"tion may be desired or located, or to the judge of said courts if in vacation, "after ten days written notice to the companies," and then goes on to provide the method and means of accomplishing said connection. The first section quoted makes it imperative that intersecting railways *shall* connect by means of a "Y," and the next section provides the method and terms of connection when such intersecting railways cannot agree upon them; and it provides further, that any person interested may avail himself of the provisions of this section to secure the connection desired.

Section 3, of chapter 77, of the acts of the Seventeenth General Assembly provides: "Whenever, in the judgment of the Railroad Commissioners, "* * * any addition to, or change of, its station or station-

"houses, * * * is reasonable or expedient, in order to "promote the security, convenience, and accommodation of the public, said "Railroad Commissioners shall inform such railroad corporation of the "changes which they adjudge to be proper."

The Commissioners are of the opinion that the Chicago & Northwestern Railway Company in connection with the Burlington, Cedar Rapids & Northern Railway Company should put in a "Y" as required by law, and that such platform and station-house should be erected at said crossing as will "promote the security, convenience and accommodation of the public" at said crossing. A duplicate of this recommendation has been sent to Mr. C. J. Ives, Gen. Supt. B., C. R. & N. R'y, who it is expected will join you in the accomplishment of this work.

Des Moines, Iowa, February 10, 1882.

CEDAR RAPIDS, IOWA, Feb. 17, 1881.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines:*

DEAR SIR—In reply to yours of February 10, regarding complaint of J. Q. Hanna, Goldfield, Iowa, would say, that no application has ever been made to us by Mr. Hanna or any one else at Goldfield for a "Y" or depot at the junction, and probably for the very good reason that none is needed. Our depot is but a few rods from the crossing of the C. & N. W. track. There being no interchange of business between our two roads at that point no Y is needed either by Mr. Hanna or any one else. As you probably may remember from the previous correspondence regarding the Y at Abbott, our views do not accord with those expressed by the Commissioners in regard to the peremptoriness of putting in such Y's, but that in case of non-agreement of such matters between roads a way is provided for settling them. I have written Mr. Hughitt in regard to what his views may be in this case.

Very respectfully,

C. J. IVES, *General Superintendent.*

DES MOINES, IOWA, Feb. 21, 1882.

C. J. IVES, ESQ., *Gen. Supt. B., C. R. & N. R'y, Cedar Rapids, Iowa:*

DEAR SIR—I am instructed by the Board to acknowledge the receipt of your letter of the 17th inst., and to say that if they understand you rightly, you deny the right of the Commissioners to direct the putting in of a "Y," as provided for in chapter 18, acts of the 15th General Assembly. If those are your views, please state so specifically, that the law may be amended during the present session of the legislature. Be kind enough to answer immediately. By order of the Board.

E. G. MORGAN, *Secretary.*

CHICAGO, February 20, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Referring to the complaint of J. Q. Hanna, of Goldfield, Wright county, Iowa, that a connecting track between the Burlington, Cedar Rapids & Northern and Toledo & Northwestern Railways, at the crossing of the two roads in that county, has not been constructed, I have

to reply that we are now in correspondence with the B., C. R. & N. Co. regarding the matter, and I have no doubt we will be able to agree with them on terms under which it may be built. Yours truly,

M. HUGHITT.

CEDAR RAPIDS, IOWA, Feb. 23, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have yours of February 23d, and would again state the objections to the Commissioners' interpretation of chapter 18, acts of the 15th General Assembly. It seems to me that it was not contemplated in that act to compel railways to put in connecting tracks when not needed for the transaction of business between two roads, but that in case of disagreement between two companies, a way was provided by which the connection should be made. If any legislation is needed in the matter, I think it would be well to empower the Commissioners to investigate all such cases and hear the testimony of both roads and then advise as to what they think best to be done under the circumstances.

I have a letter from Mr. Hughitt in regard to the Goldfield "Y," in which he says there is not the slightest necessity for such connection, and I understand from people of Goldfield that the complaint against that road was of a vindictive spirit and feeling that they had been aggrieved by the action of the road building an opposition town a short distance away, and not that there was any necessity for a connecting track or depot at the junction. You will readily see that the citizens of Goldfield could ship freight either to or from without the necessity of any track connecting the two roads, provided each had depot facilities of their own, and this is in my mind another proof of the faulty construction of this section compelling roads to build these connecting tracks. I trust this matter will not be insisted on to put us to such an extraordinary expense at that point, when we have provided all the facilities necessary to do the business of the town.

Yours truly,

C. J. IVES, *General Superintendent.*

DES MOINES, IOWA, March 16, 1882.

C. J. IVES, ESQ., *Gen. Supt. B., C. R. & N. R'y, Cedar Rapids, Iowa:*

DEAR SIR—Again referring to the complaint of J. Q. Hanna, in regard to the "Y" at the intersection of your road with that of the Chicago & Northwestern at Goldfield, and in reply to yours of the 23d of February, I am instructed to say: The Commissioners have again carefully and critically examined chapter 18, acts of the 15th General Assembly, amending sections 1292 and 1293, of the Code of 1873, in regard to the construction of Y's at the intersection of all railways of the same gauge, and they are of the clear and firm conviction that the legal requirement is unconditional and imperative. The law reads: "Any railway corporation operating a rail-"way in this State intersecting or crossing any other line of railway of the "same guage operated by any other railway company, *shall* by means of a "Y, or other suitable or proper means be made to connect with such other "railway so intersected or crossed."

The Board are unable to see how language could be more explicit or more imperative; and certainly there are no conditions in the act which create any discretion in the railways so intersecting. The next section merely provides for the appointment of Commissioners by the Judge of the District or

Circuit Court "to determine the method and terms of connection" in cases where such intersecting corporations are unable to agree upon the method and terms of connection, etc. The Commissioners did not enact the law and whether it be oppressive in some particular cases, it is not their province to pass upon. The least they can do, when complaint is made under it is to declare the law and recommend compliance, and in case of a refusal to comply, to point out to the complainant the remedies which the laws supplies. This law, as it affects the interests of the people at Goldfield may or may not be of any practical use, and the complaint may proceed from a "vin-"dictive spirit" towards the railroads, yet neither of these circumstances can in the least change the plain terms of the law. Answering the complaint, which was also made against the Chicago & Northwestern Company, General Manager Hughitt says under date of February 20th: "I have to "reply that we are now in correspondence with the B., C. R. & N. Co. regard-"ing the matter, and I have no doubt that we will be able to agree with "them on terms under which it may be built."

By order of the Board.

E. G. MORGAN, *Secretary.*

DES MOINES, IOWA, March 30, 1882.

HON. J. TRACY, *President B., C. R. & N. R'y Co., Burlington, Iowa:*

DEAR SIR—Complaints of individuals and of whole communities are on file in this office asking the Board of Commissioners to secure compliance with the laws of Iowa by your railway in regard to the construction of a "Y" at all points of intersection of the road with other roads of like guage; also for buildings to provide shelter for passengers who may change from one of the roads so intersecting to the other. One case of complaint comes from the town of Abbot, in Hardin county, the other from Goldfield, Wright county.

The Board instruct me to call your attention to sections 1292 and 1293 of the Code, as amended by chapter 18 of the acts of the Fifteenth General Assembly, and to section 3, chapter 77, of the acts of the Seventeenth General Assembly; also to published decisions of the Board upon complaints under these laws, in their report for 1880, pages 136 to 141, and in report for 1881, page 143.

Your attention is also called to the following letter yesterday addressed to C. J. Ives, General Superintendent of your company, and particularly to the last paragraph. I am instructed to say that the recommendations of the Board on the complaints in which the Burlington, Cedar Rapids & Northern and the Central Iowa are the intersecting lines, are the only ones which have not been complied with by the companies interested, all other roads in Iowa promptly complying under like circumstances. The Commissioners did not enact the law, and whether it be oppressive in some cases it is not their province to inquire. The most they can do under it, when complaint is made, is to declare the law and recommend compliance, and in case of

refusal to comply, to point out to complainants the remedies which the law supplies.

Yesterday's letter to Mr. Ives was as follows:

DES MOINES, March 29, 1882.

C. J. IVES, ESQ., *Supt. B., C. R. & N. R'y, Cedar Rapids, Iowa:*

DEAR SIR—On the first of December, 1880, nearly sixteen months ago, the Board of Railroad Commissioners, on the complaint of J. M. Lieser, recommended the construction of a "Y" at the intersection of your road with the Central Iowa at Abbot. In correspondence with you in this case, the Commissioners have your letter of November, 1880, in which you state that you had written Secretary Morgan that "a platform had been put in at the "junction," and that "a building would soon be put up," etc. On this assurance, the Board made no recommendation as to the station building, or building for the comfortable shelter of passengers who may wish to change cars at said crossing, but contented themselves with quoting to you the clear terms of the law as to the power of the Commissioners to require such a building. A similar recommendation was made to Supt. Pickering, of the Central Iowa. November 24, 1881, nearly a year after the recommendation of the Board in the case of Leiser, J. T. Miller made complaint that there was much suffering endured by passengers who changed cars at the Abbot crossing, for want of shelter; that many persons change there daily, and that among them were ladies who could not safely endure the inclemency of bleak winter weather.

On this complaint, the former recommendation of the Board in the Leiser case was repeated to you and to Supt. Pickering.

On the 10th of December, 1881, the Commissioners received a petition from thirty-eight citizens of Abbot, praying that the "Y" and the building for shelter might be ordered by the Board.

The complaint of J. Q. Hanna, Goldfield, in November last, asking for the construction of a "Y" at the intersection of your line with the Toledo & Northwestern raised the same question, and the same recommendation was made by the Board. The Commissioners have the opinion of the general solicitor of the Chicago & Northwestern Railway, through General Manager Hughitt, that the interpretation made of the laws on these questions by the Board is unquestionably correct, and that there was no legal alternative on the part of the roads intersecting but compliance, and this assurance was emphasized by Mr. Hughitt expressing the purpose of his company to construct a "Y" at all points of intersection with other railways of like guage in Iowa. In a letter dated March 16th inst., the Commissioners wrote you at length their decision in the Goldfield case. They quoted to you the expressed intention of the Chicago & Northwestern Railway Company to comply with the recommendation, and hoped to get prompt response from you of like import.

I am instructed by the Commissioners to ask you to state at as early a day as you can, whether it is the intention of the Burlington, Cedar Rapids & Northern Railway Company to comply with their recommendations. This specific answer is required in order that the respective complainants may be notified of your intention, and that they may avail themselves if they so desire of the provisions of section 1293, chapter 18, acts of the Fifteenth General Assembly, if your company refuses to heed the recommendations. It has been a favorite belief of this Board, as it has been of other Commissioners, that the simple power to investigate and recommend was quite sufficient to secure prompt compliance with the law. It has often been asked of its members if more power—power to enforce its recommendations—would not increase the efficiency of the Board and the commissioner system. The invariable answer has been that the best results had come from the exercise of mere advisory or recommendatory powers; that compliance, without employing the usual powers of judicial execution, was practically voluntary, and hence far more satisfactory to the public. The Board, therefore, wish to know if the B., C. R. & N. Co. proposes to put this most prominent feature of the commissioner system to such a test as will logically challenge the enactment of amendments supplying power to enforce execution of recommendations.

Will you please make reply to this at your earliest convenience?

The Board deemed it advisable to forward you a copy of the letter to Supt. Ives, and to invite your attention to the matter complained of. They would be pleased to hear from you on it as soon as you shall have given it such consideration as you think it merits.

By order of the Board.

E. G. MORGAN, *Secretary.*

BURLINGTON, IOWA, March 31, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—In reply to your favor of 29th inst., I beg to say that this company now contemplates the removal of the station named Cleves, near Abbott, to the point of crossing of the Central Iowa track, and if such removal is made, the additional facilities for the transaction of business at that point, the putting in of a "Y," etc., will be attended to. There is really no necessity for the putting in of a "Y" at the point of crossing the B., C. R. & N. Co.'s line by the C. & N. W. at Goldfield.

No one would be benefited by it; but if insisted upon by the applicant, the recommendation of the Commissioners will be complied with.

Although not uninformed as to the provisions of the Iowa statutes you have referred to, I am nevertheless under obligations to you for the pains you have taken in pointing them out to me. It is barely possible that the courts of this State may not fully agree with the Honorable Commissioners in their construction of the statues referred to. I am quite willing, however, to accept their construction of the law as applicable to the two cases involved, and expect that this company will take action accordingly.

Yours respectfully,

J. TRACY, *President.*

DES MOINES, IOWA, April 1, 1882.

HON. J. TRACY, *President B., C. R. & N. R'y Co., Burlington, Iowa:*

DEAR SIR—Your letter of 31st ult. received and contents noted. The Commissioners are pleased to note that you are "quite willing, however, to "accept their construction of the law as applicable to the two cases involved, "and expect that this company will take action accordingly." In that case it is quite immaterial whether the courts of the State agree with them on the construction of the several statutes referred to.

Very respectfully,

E. G. MORGAN, *Secretary.*

CEDAR RAPIDS, IOWA, April 4, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have yours of March 28th, and under instructions from our president have delayed reply, as I now understand from him that he has been in correspondence with the Commissioners on the same subjects.

You say you have the opinion of the general solicitor of the C. &. N. W. Railway in regard to the mandatory interpretation of the law, regarding the putting in of Y's or connecting tracks by railways. This opinion does not coincide with that of our president, Judge Tracy. I do not wish, however, to argue this point as it is to my mind a legal one, but will only suggest that if strictly enforced, great injury might be done to the railway companies by irresponsible parties making complaints, and compelling railroads to be at a large expense, when it is entirely unnecessary. The officers of the roads necessarily should be better informed as to the business on their lines, and the necessity of connecting tracks rather than outside parties, who have no use for the tracks, but simply complain that such are not put in, knowing the interpretation placed by the Commissioners on the statutes.

I am most favorably inclined to the Commissioner system, and have the very highest respect for the gentlemen comprising it, and certainly do not wish to place our line in antagonism to their rulings; but where the end sought for, which is the accommodation of the people, can be had without the additional expense of connecting tracks, which are not needed, I am in favor of such accommodation being furnished, and in regard to the two points now under consideration, would ask the opinion of the Commissioners in regard to the Abbott crossing, whether, if our depot at Clevs should be removed to a convenient point at Abbott, but not at the crossing, this would in their opinion relieve the two companies from the maintenance of a joint depot at the intersection of the two roads. In case their decision is adverse to this, I will say that our company is ready to join with the Central Iowa Railway, in the erection and maintenance of a joint depot at the junction whenever the officers of the other road are ready to co-operate. We must, however, ask to be relieved from the expense of purchasing grounds, and the laying of connecting tracks, until such time as any business is offered on either road, for which such track would be needed.

In regard to the Goldfield matter, I have had some correspondence with Mr. J. Q. Hanna, the complainant in the case, and finally, after an interview with him, I learned what I supposed was the trouble at the time, which is, they wish the C. & N. W. R'y Co. to build and operate a depot at Goldfield, instead of at Thrall, a mile and a half distant. They admit that the connecting track at Goldfield would be of no consequence to them, and that a depot at the junction, while it might be a convenience to the traveling public passing from one road to the other, would be more of an imaginary than an actual benefit to the people of Goldfield. Mr. Hanna, however, objects to the entire withdrawal of his complaint, but wishes that such pressure might be brought upon the C. & N. W. people as would compel them to establish a depot according to their original contract.

As I understand the decision of the Commissioners in this case, it is that they have no jurisdiction, but can only advise as to the junction depot, and connecting tracks. A connecting track in this case as in the other, is entirely uncalled for, no business having been presented to either road as yet to be transferred to the other, at that point. As to the depot at the junction we have no use for it, but if insisted upon I am willing to join with the C. & N. W. Co. in its erection, but would prefer to have the matter of the intersecting track deferred, until such time as there seems to be a call for it. I have had some correspondence with Mr. Hughitt, in regard to this matter, and have no doubt but we can come to a satisfactory arrangement. In regard to the Abbott matter, I have written Mr. Pickering several times, but have received no response from him in regard to what he is willing to do at that point. On receipt of your reply regarding the Abbott affairs, will take the matter up again with him and try to push it to some conclusion.

Yours truly,

C. J. IVES, *General Superintendent.*

DES MOINES, IOWA, April 15, 1882.

C. J. IVES, ESQ., *Gen. Supt. B., C. R. & N. R'y, Cedar Rapids, Iowa:*

DEAR SIR—Your letter of April 4th received, and contents noted. We received a letter from Judge Tracy written March 31st, in which he seems to hold the same opinion that you do, "that the Iowa courts might not in-"terpret the law as the Commissioners did"; at the same time he agrees, as we understand him, to have the connecting tracks put in as called for by the law, and the station houses as suggested by the Commissioners. This we supposed was the situation; your letter throws some doubt upon it, and as it is some three days later in date than Mr. Tracy's, we would be pleased to learn whether yours or Mr. Tracy's is the final conclusion of the company.

This Board did not enact the law, is not responsible for its wisdom, but is required by law "to inquire into the neglect or violation, and inform the "company of what they adjudge to be proper." We regret the manifest disposition to disregard the adjudication of the Board, and whatever may be the determination of the company, whether your position or that of Mr. Tracy, please inform us as at once.

By order of the Board,

E. G. MORGAN, *Secretary.*

CEDAR RAPIDS, IOWA, April 24, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Since receipt of yours of April 15th, I have seen Mr. J. Wilson, of the Railroad Commissioners, and at his request have delayed final answer to your inquiries until he shall have made his report, and indicated exactly what his views are in regard to the accommodations that are necessary both at Abbott and Goldfield. For our part, we are willing to waive any differences of opinion and wish to meet the views of the Commissioners, and also the parties from whom complaints have been made, and do what seems best for all parties interested.

Yours truly,

C. J. IVES, *General Superintendent*

CEDAR RAPIDS, IOWA, May 1, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I am in receipt of a letter from Mr. James Wilson, who has visited Goldfield and Abbott, and has made report to the Commissioners in regard to matters at those points. As I wrote you before, we are willing to waive points of difference in regard to connecting tracks, and have arranged with the C. & N. W. people to put in the track at Goldfield. Mr. Wilson writes me that the matter of a road at Abbott is under consideration by your Board, and when determined on, the matter of location of depot can then be brought up. Yours truly,

C. J. IVES, *General Superintendent.*

Since the letter of Mr. Ives, of May 1st, was received, the Y has been put in at Goldfield as called for by the law.

The Board have published the correspondence very fully, as it was one of the few cases where there seemed to be a persistent determination on the part of one of the companies to ignore the requirements of the law and the findings of the Commissioners, the theory being that the managers of the road were the judges of the necessity of the connecting tracks, and that the law being founded in reason, they should not be required to obey its mandates if there was not a demand for the interchange of cars at that station. That this company were under a misapprehension of the needs of business at this point, will appear from the following letter:

GOLDFIELD, IOWA, NOV. 24, 1882.

GENTS—I am having goods shipped from Des Moines to Goldfield on the N. W. R. R., and cannot unload on Y, and Burlington folks refuse to transfer. What am I going to do, please inform me. Yours,

E. E. GOULD.

F. C. ASHALL, CHICAGO, ILLINOIS, *Complainant,*
vs.
CENTRAL IOWA RAILWAY COMPANY, *Respondent.*
} *Extra Baggage.*

Filed, December 9, 1881.

CLEAR LAKE, IOWA, Dec. 6, 1881.

To the Railroad Commissioners, State of Iowa:

GENTLEMEN—I wish to bring under your notice a law the Iowa Central Railway has just issued in regard to baggage. The principal points in it are, to-wit: No person shall be allowed to carry *any samples free.* If they do, all under 300 pounds shall pay for 300 pounds excess baggage, and in no case shall any traveler be allowed to carry on any passenger train more than 600 pounds. Baggage must be at the depot thirty minutes before the specified time of leaving.

Now, I think the above conditions are great pieces of imposition, as you are aware that if a traveler has to have his baggage at the depot thirty minutes before time for train to leave, it will cause a great deal of incon-

venience and loss of valuable time. They have a card with these rules tacked up in their depots. Wish I could have sent you one. Hoping that you will look into the matter as early as possible.

I remain your obedient servant,

F. C. ASHALL,

Traveler for Seeberger, Breaky & Co., Chicago.

DECISION OF THE COMMISSIONERS.

The complainant avers that the Central Iowa Railway Company has issued a rule on the transportation of baggage and the sample trunks of commercial travelers which is oppressive; that no sample trunks will be carried free; that the 300 pound rate is charged on sample trunks, even though they may not weigh so much.

The order complained of is a special notice to commercial travelers and others dated November 14th, 1881; that "all persons with sample trunks or "other packages (not strictly personal wearing apparel) will see that their "trunks are at the station from which they are to be forwarded on passen-"ger trains, not less than thirty minutes, and ticket for passage shown to "baggageman at the station, and baggage pointed out and weighed, before "the same will be allowed to be checked, and before the schedule time for "leaving, or the same will not be put on the train except at the convenience "of the company."

"One hundred and fifty pounds of baggage (strictly personal wearing ap-"parel) will be allowed free of charge for each person over fourteen years "of age."

"Sample trunks taken on passenger trains will be charged at regular ex-"cess baggage rates for 300 pounds; all over 300 pounds will be charged "double the rate of the first 300 pounds for such excess, and no person will "be allowed to take on passenger trains more than 600 pounds; and any "trunk or package exceeding in one piece more than 300 pounds, can only "be taken on freight trains, regularly way-billed at the station and freight "prepaid to destination." "Persons having baggage (strictly personal "wearing apparel) will be required to purchase ticket and show the same to "baggageman at station from which the baggage is to be forwarded, at least "fifteen minutes before schedule leaving time for train, and must be claimed "on arrival of the train or the same will be at the risk of the owner." This notice was modified by a circular dated November 29th, so as to permit holders of excess baggage books to have their baggage checked to the extent of such weight as their baggage excess books cover till such time as their books are used up, but from that date, agents will not issue excess baggage books covering more than 450 pounds, which added to the amount carried free, 150 pounds, makes the maximum weight allowed, 600 pounds.

The Commissioners find the following to be well settled principles with regard to carriers of passengers: That the carrier is regarded as an insurer of baggage and must answer for any loss not occasioned by the act of God or the public enemies.

That a carrier cannot restrict his liability by a general notice, though brought to the knowledge of the owners of the property.

That the carrier may demand statement of the value of baggage and premium in proportion thereto.

That the contract with the carrier is to carry the passenger and his personal baggage. The definition as legally given to personal baggage is such as passengers usually carry for their personal use, comfort, or amusement, according to the position in life and occupation of the traveler. This includes clothing.

It has been decided in many cases that a merchant cannot carry merchandise in his baggage to avoid the payment of freight upon it, and recover of the carrier. This rule extends to the samples carried by traveling salesmen upon the road.

For extra baggage the carrier is entitled to demand and receive special compensation in addition to the fare paid for the carriage of his person. When such extra compensation is paid, the carrier is responsible for such baggage in the same manner and to the same extent as carriers of goods. Although the correct rule seems to be that a carrier cannot limit his liability by notice that he will not be responsible beyond a certain extent, yet there is no reason why he may not make for his own protection and for the greater safety of baggage, such reasonable regulation for the checking, custody, and carriage of the baggage as may be suggested by reason and experience, but the regulation must be of a reasonable and proper nature.

It is the duty of the passenger to remove his baggage within a reasonable time after reaching his destination; failing to do this the liability of the carrier is changed, and he assumes the relation to the baggage that a warehouseman holds to goods in store.

From the above quoted authorities the Commissioners conclude that the Central Iowa Railway Company may carry or not, at their option, the trunks of traveling salesmen on their passenger trains (not being personal baggage), and may if they elect to do so, prescribe the time when and the conditions on which they will be received; that they may draw the line of distinction between this class of goods and the ordinary baggage, as they have done in the notice of the time in which it will be received, and that they may require it all to be shipped as freight if they so determine.

The passenger as to his personal baggage might raise a question as to the reasonableness of the time he was required to present his baggage for checking before the time for the arrival of the train, and possibly might compel them to check at any time before the train was due. After that the company's agents may properly refuse to check baggage or sell tickets. That the requirements complained of will often be a waste of valuable time is probably true, and possibly if the regulation is rigidly enforced, may work hardship, but we have failed to find anything in the law of carriers as interpreted by the courts that will furnish relief.

It is the duty of the passenger to remove his baggage on arriving at his destination. If he fails to do so, he relieves the carrier of special liability.

But the new relation of warehouseman does not arise until it appears that the baggage was stored in a safe and secure warehouse; then the company becomes liable as a warehouseman or bailee for hire.

Des Moines, Iowa, December 28, 1881.

CHICAGO, January 2, 1882

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Yours in the matter of the Central Iowa Railway, of Dec. 30th, received. Many thanks for your courteous treatment of my complaint.

Yours truly, F. C. ASHALL.

MASHALLTOWN, IOWA, December 31, 1881.

MR. E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—To yours of 30th, inclosing copy of your decision in case of F. C. Ashall, "a traveler for Messrs. Seeberger, Breaky & Co., of Chi-"cago," against the Central Iowa Railway Company, at hand, and the same has been read with satisfaction. I am quite sure if your able exposition of this matter was in the hands of and read by every son of Japhet who writes himself as "a traveler," the wholesome effect produced would be a luxury that every road in the State would make the effort to indulge themselves in.

Not infrequently "a traveler" has arrived at the station just as a train is ready to pull out, with samples weighing in the aggregate some 1,500 to 2,000 pounds. It is the intention to have the "traveler" at the station with his baggage at a seasonable time, if he desires his luggage to go by that train, else it will be loaded at convenience of the company. Striving at all times to meet the just and reasonable demands of our patrons,

I am very truly,

D. N. PICKERING, *Supt. and Treas.*

R. B. TOMLINSON & CO., CEDAR RAPIDS, IOWA, *Complainants,*
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, *Respondent.*
} *Discrimination.*

Filed December 9, 1881.

CEDAR RAPIDS, IOWA, December 8, 1881.

To the Honorable Board of Railroad Commisssoners, Des Moines, Iowa:

GENTLEMEN—Some weeks since we applied to the general ticket agent of the Illinois Central Railroad, at Chicago, for a thousand mile ticket over their road at the customary rate of two cents per mile, for traveling salesmen in Iowa, but they declined upon the plea that we did not patronize their road. All other railroad companies to whom we have applied for thousand mile tickets at the established rate of two cents, even those over which we do not ship, have cheerfully acceded.

Is this not discriminating against the interests of shippers in this city? We hope that you will be kind enough to look after these narrow-minded fellows, if it comes within the province of your judicial investigation.

Yours, very respectfully,

R. B. TOMLINSON & CO.

DECISION OF THE COMMISSIONERS.

Your charge is that the Illinois Central Company refuses to sell 1,000 mile passenger tickets at the reduced rate of two cents per mile, the same rate it charges to passengers who transport their merchandise over its line.

The law fixes the rate which the Illinois Central Company may charge for passengers: see sections 1 and 2, chapter 68, acts of the Fifteenth General Assembly.

The Board of Commissioners has no authority to alter the rate thus prescribed. That the Illinois Central Company sells 1,000 mile tickets to persons for a less rate is a matter not within control of the Board. That in doing so the company has a right to affix certain conditions, as for instance, that the purchaser shall transport his freight over their line, cannot admit of question.

That other railway companies make no distinction in sales of such tickets between persons who do and who do not do their freight business over their lines respectively, does not impose a like reduction upon the Illinois Central.

If this doctrine were maintained, one or two companies would have the power to control the passenger rates of all the other roads in the State. Companies of large business would practically have control of rates on other lines, no matter how limited their traffic.

Section 11 of the Commissioner law, passed March, 1878, provides that "no railroad corporation shall charge, demand, or receive from any person, "company, or corporation, for the transportation of persons or property, " * * * * a greater sum than it shall at the same time charge, "demand, or receive from any other person * * * for a like "service." It also provides, that "all concessions of rates, drawbacks, and "contracts for special rates, shall be open to and allowed all persons alike," etc. But these conditions are modified by the conditional phrase that "these "provisions shall be open to all alike upon like conditions and under similar "circumstances." If one person obtains special passenger rates on condition that he transports his freight over that company's lines, another cannot avail himself of this rate, except on complying with the terms of the special rate, except "upon like conditions and under similar circumstances."

There is no discrimination against you in the action of the railway complained of, because you evidently do not intend to accept the "condition" along with the special rate.

Des Moines, Iowa, December 23, 1881.

I. M. LIESER, AND OTHERS, ABBOTT, IOWA, *Complainants*, vs. BURLINGTON, CEDAR RAPIDS & NORTHERN AND CENTRAL IOWA RAILWAY COMPANIES, *Respondents*.	*Application for depot and transfer track.*

Filed, December 12th, 1881.

ABBOTT, IOWA, December 10, 1881.

M. C. WOODRUFF, ESQ., *Dubuque, Iowa:*

DEAR SIR—I herewith enclose a petition of the business men and citizens of Abbott, praying you to use all honorable means in your power to cause the Burlington, Cedar Rapids & Northern and the Iowa Central Railways to put in such accommodations for the benefit of business men and the traveling public as are required by law. As I understand it, a transfer "Y" is required at all crossings where the roads are of the same gauge, and the traveling public surely demands of the Burlington, Cedar Rapids & Northern Railway a comfortable place to wait for trains. There is a daily transfer of from eighteen to twenty-four persons, and this would be doubled if there were any accommodations. Travelers go out of their way to avoid such usage. The company recognizes this place, sells tickets, and are very glad to stop and take them on half frozen, and charge them first-class fare, and not a passenger ever fails to curse the Burlington, Cedar Rapids & Northern Railway Company. The building they built is fit for nothing but a hand-car house, and has been so defaced and misused by tramps, as to be unfit for any person to step into. I don't think there is a crossing in the State so totally neglected as this. Trusting this may receive your immediate attention,

I remain very truly yours,

I. M. LIESER.

ABBOTT, IOWA, December 6, 1881.

To the State Board of Railroad Commissioners:

GENTLEMEN—We, the undersigned dealers in grain, stock, lumber, and coal, do petition your honorable body to use your legal authority as Railroad Commissioners to cause a "Y" to be put in here at this place, connecting the Iowa Central and the Burlington, Cedar Rapids & Northern Railways, as contemplated by law, so that we can take advantage of the different markets, have the benefits of railroad competition, and not be entirely under obligation to the Central Iowa Railway.

(Signed)

J. W. MCGINNIS,
N. J. RICE,
J. CATTELL,
E. H. HUBBARD,
N. F. JONES,
I. M. LIESER,
And thirty-five others.

DUBUQUE, IOWA, December 6, 1881.

I. M. LIESER, ESQ., *Abbott, Iowa:*

DEAR SIR—Yours of the 10th enclosing petition of the citizens of Abbott in regard to station building at connection of the Central Iowa and the Burlington, Cedar Rapids & Northern Railways, received this morning. On the complaint of a citizen of Iowa Falls, made some ten days ago, the Board directed the Burlington, Cedar Rapids & Northern Company to put up a

building at the crossing sufficient to afford shelter, comfort, and accommodation to the public, and they expect that it will be done at an early day.

I will also urge your petition upon the company in order to emphasize the action of the Board and hasten the work.

Respectfully yours,

M. C. WOODRUFF.

DES MOINES, IOWA, January 13, 1882.

D. N. PICKERING, ESQ., *Superintendent and Treasurer Central Iowa Railway, Marshalltown, Iowa:*

DEAR SIR—Various complaints, written and verbal, have been received at this office, from which the Board instruct me to quote the following:

"NOVEMBER 24, 1881.

"I call your attention to the transfer at Abbott, between the Burlington, "Cedar Rapids & Northern and the Central Iowa Railways. I spent time "enough last night crouched behind a two-inch plank to freeze an Esqui-"maux, and with a stiff northwester blowing. I found that several ladies "had a similar experience yesterday. Perhaps twenty-five passengers, on "the average are transferred there daily, and it is too unbearable. They "sell tickets and then dump you on the plank there night and day. Many "come here not knowing the situation and so are unavoidably caught. "Can't you devise a remedy?"

Both railways are important lines of passenger travel, and each is under obligation alike of law and humanity to provide for the comfort and safety of its passengers. It is perhaps a nice question whether a railway company is not liable for any damage by exposure from the delivery of passengers at a railway crossing—the almost universal custom at crossings being to provide a depot or waiting room. Whether this be so or not, the case in question calls for the intervention of the Commissioners.

Section 3, of chapter 77, acts of the Seventeenth General Assembly, provides, that "Whenever in the judgment of the Railroad Commissioners it "shall appear that any addition to, or change of, its station or station-houses, "or any change in the mode of operating its road, and conducting its busi-"ness is reasonable and expedient, in order to promote the security, con-"venience, and accommodation of the public, said Railroad Commissioners "shall inform such railroad corporation of the *improvements* and *changes* "which they adjudge to be proper, by a notice in writing," etc.

The case in question is one which, in the judgment of the Commissioners, demands their intervention on behalf of the traveling public. It is their judgment, and this is to notify you, that such a building or waiting room be erected at so near the point of intersection of the two railways as shall afford reasonable shelter, comfort, and accommodation to passengers who may desire to change from the trains of one railway to those of the other. As the transfer between the two roads at Abbott is presumably equal, the Com-

missioners have directed a like letter and notice as this to be served upon the superintendent of the Burlington, Cedar Rapids & Northern Railway.

It is the judgment of the Board that the expenses of such building should be borne share and share alike by the two railways intersecting. They have an intimation from the Burlington, Cedar Rapids & Northern Company that they are ready to bear their proportion of the expense. They suggest that it be built at as early a day as the evident necessities of the occasion demand.

By order of the Board,

E. G. MORGAN, *Secretary.*

MARSHALLTOWN, IOWA, January 16, 1882.

MR. E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Yours of the 13th inst. is at hand, and the same shall have early consideration and will further advise.

Very truly,

D. N. PICKERING, *Sup't and Treas.*

ABBOTT, IOWA, October 5, 1882.

TO JAMES F. WILSON, ESQ., *Fairfield, Iowa:*

DEAR SIR—The Burlington, Cedar Rapids & Northern Railway crossed the Central Iowa Railway at this place two years ago, and have not as yet put in a "Y," nor a decent waiting-room with a daily transfer of from two to three dozen passengers. It seems that if the company did not for its own sake, it *should* for humanity's sake be *forced* to build at least a comfortable ticket office, and furnish an agent for the same. Nothing short of that would be of any use at all, as they have tried putting up a little shanty which in a few days was so defaced by filth and obscenity that it could not be used, and finally burned down. At this writing there are ten passengers standing on the ground in a dripping rain, waiting for the train to come in to what they advertise in their time-card as a "Union Depot." If there is anything within the power of the Railroad Commissioners of Iowa to alleviate this state of things, we ask in the name of our community and the traveling public that it be looked after as soon as time will permit.

Very truly yours,

I. M. LIESER.

DES MOINES, IOWA, November 23, 1882.

I. M. LIESER, *Abbott, Iowa:*

DEAR SIR—Yours of October 5th received and has been considered by the Board. The location mentioned by you has been visited personally by some of its members. The railroads interested, the Burlington, Cedar Rapids & Northern and the Central Iowa Railway, would, the Board have been assured by the Burlington, Cedar Rapids & Northern management, erect a suitable station-house, but the question is raised whether there is any highway to the point of intersection of the two roads. Will you please inform the Board on this point at your earliest convenience.

Very respectfully,

E. G. MORGAN, *Secretary.*

P. S. The delay in answering your letter was caused by your writing to Hon. Jas. *F.* Wilson, of Fairfield, in place of *Jas.* Wilson, Des Moines.

E. G M., *Secy.*

ABBOTT, IOWA, November 25, 1882.

To the Hon. Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Yours of recent date received, and in reply would say: There is no highway to the point where the Burlington, Cedar Rapids & Northern Railway and the Central Iowa Railway cross, nor within some distance. But where the building should be, and where the traveling public's convenience demands it, is at the platform built on the Burlington, Cedar Rapids & Northern (by the Burlington, Cedar Rapids & Northern Railway Company,) about three-quarters of a mile south of the point of crossing.

This platform is at a point on the Burlington, Cedar Rapids & Northern, nearest the Central Iowa Railway depot, and is also on a good public road, and is the place where all the passenger transfer has been done, notwithstanding a shanty was built at the crossing, and as it was not used by passengers there, it was moved by the railway company down to the said platform.

Very truly yours,

I. M. LIESER.

DES MOINES, IOWA, November 28, 1882.

I. M. LIESER, ESQ., *Abbott, Iowa:*

DEAR SIR—Yours of the 25th instant asking that a building be erected opposite the town of Abbott, on the Burlington, Cedar Rapids & Northern Railway, three-quarters of a mile south of the junction has been considered. The Board are of opinion that a joint depot should be erected at the junction by the two companies, where an agent could be permanently kept. They do not think the public would be well served by a building three-quarters of a mile south of the junction, unless the building were kept warm and lighted when necessary. It seems waste of buildings, time of agent and other expenses, to require two buildings, when a joint building would answer every purpose at half the expense.

By order of the Board,

E. G. MORGAN, *Secretary.*

DES MOINES, IOWA, November 28, 1882.

D. N. PICKERING, *Superintendent and Treasurer Central Iowa Railway Company, Marshalltown, Iowa:*

DEAR SIR—There is a desire to transfer from the Burlington, Cedar Rapids & Northern Railway to your road at Abbott. The Railroad Commissioners having been appealed to respectfully request you to have a "Y" put in at that place, to accommodate those desiring such facilities.

By order of the Board,

E. G. MORGAN, *Secretary.*

JAMES STEWART AND FORTY OTHERS, ELLSWORTH, IOWA, *Complainants*,
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent*.
} *Scarcity of coal.*

Filed December 14, 1881.

To his Excellency, JOHN H. GEAR, *Governor of the State of Iowa:*

The undersigned citizens of Ellsworth, in the county of Hamilton, and State of Iowa, would respectfully represent that in the year 1880 the Toledo & Northwestern Railway Company purchased the land upon which the said village of Ellsworth is built; that said company caused said land to be surveyed and laid out into lots, blocks, streets, and alleys, and caused the same to be platted and said plat to be recorded according to law in the recorder's office, in said county, under the name of Ellsworth; that subsequent to the recording of said plat, said company for a valuable consideration sold and conveyed to different persons a large number of said lots, the purchasers erecting thereon private residences and business houses; that the said purchasers at the time believed, and still believe, that said railway company by virtue of their charter, a franchise granted by the sovereign State of Iowa, were bound to manage said railway in the interest not only of said company, but also of the people of Iowa, and more particularly for the benefit of the people living along the line of said railway. Notwithstanding these obligations, said company has for some time refused and still refuses to deliver coal to the citizens of Ellsworth, as well as other points on the line of said railway, although said company has been repeatedly requested to do so. Your petitioners further represent that at the present time there is not in Ellsworth five tons of coal, nor is there a prospect of any; which great want is viewed with alarm by the citizens in view of the fact that great suffering would ensue should a cold season set in, such as we had last winter. In view of the above facts we ask of you, the executive officer of this great State, that you lay our case before said company, and use all power vested in you for that purpose, to compel said railway company to use their franchise so as to subserve the purpose for which it was granted.

(Signed) JAMES STEWART,
D. M. KELLEY,
GEORGE ALLEN,
L. JOHNSON,
D. H. PALMER,
C. A. RUMMELL,
And thirty others, citizens of Ellsworth, Iowa.

STATE OF IOWA,
EXECUTIVE DEPARTMENT,
DES MOINES, Dec. 14, 1881.

To the Honorable Railroad Commissioners:

GENTLEMEN—I am instructed by the Governor to transmit you the inclosed petition, and to ask that you give to the matter therein set forth immediate attention, to which purport he has advised the petitioners.

Very truly yours,

WM. H. FLEMING, *Private Secretary.*

DES MOINES, IOWA, December 14, 1881.

MARVIN HUGHITT, ESQ., *Gen. Man. C. & N. W. R'y, Chicago, Ill.:*

DEAR SIR—This office is in receipt of the following communications:

[Here was sent copy of each of the letters preceding; viz., the petition from citizens of Ellsworth and the Governor's letter to the Board.]

This complaint, coming as it does, signed by so many residents of the village of Ellsworth, seems to the Commissioners to demand your immediate attention. They, therefore, instruct me to say that they hope you will attend to it at once, and report your action to this office at your earliest convenience.

Very respectfully yours,

E. G. MORGAN, *Secretary.*

CHICAGO, December 16, 1881.

E. G. MORGAN, *Secretary R. R. Commissioners, Des Moines, Iowa:*

DEAR SIR—Replying to your letter of December 14th, inclosing a copy of a communication from the citizens of Ellsworth to his Excellency, the Governor. Our business is to haul coal, which we are doing promptly, furnishing every day at all of the coal mines on the line of the Chicago & Northwestern Railway all of the cars called for by the mining companies. We are now able, with our increased equipment, to furnish more cars than are called for for the shipment of this commodity.

We are not coal dealers, and are not engaged in the coal traffic, except as transporters. We will inquire of the Ellsworth people respecting their accusation that the company is refusing to transport coal.

Very truly,

MARVIN HUGHITT.

CHICAGO, December 22, 1881.

E. G. MORGAN, *Secretary Railroad Commissioners:*

DEAR SIR—Again referring to complaints of citizens of Ellsworth, as stated in their communication to his Excellency, the Governor, that the Chicago & Northwestern Railway Company was refusing to furnish coal at that station, I have to say that the complaints have been fully investigated, and we learn that there is an adequate supply of coal at Ellsworth. Notice has been given to dealers and business men generally that the company would furnish cars promptly for the transportation of coal from any point accessible to its line, and there need be no lack of fuel on account of supposed scarcity of transportation.

Very truly,

MARVIN HUGHITT.

DES MOINES, IOWA, December 23, 1881.

To his Excellency, HON. JOHN H. GEAR, *Governor of Iowa:*

DEAR SIR—The Board of Railroad Commissioners have received the second communication from Marvin Hughitt, Esq., general manager of the Chicago & Northwestern Railway Company, of Chicago, in relation to the petition of the citizens of Ellsworth, Iowa, regarding the supposed coal famine, of which the following is a copy:

[Here was sent the letter of Mr. Hughitt, preceding, dated Dec. 22, 1881.]

The Commissioners are led to believe that, from the foregoing statement of Mr. Hughitt, the causes of complaint have been removed.

If this is not satisfactory to the complainants, the Board will examine the matter in person. I have the honor to be,

Very respectfully yours,

E. G. MORGAN, *Secretary.*

INDEPENDENCE MILLS COMPANY, INDEPENDENCE, IOWA, *Complainants*, vs. ILLINOIS CENTRAL RAILROAD COMPANY AND BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondents*.	*Discrimination.*

Filed, December 16, 1881.

INDEPENDENCE, IOWA, Dec. 14, 1881

To the Honorable Railroad Commissioners:

GENTLEMEN—The Independence Mills Company is a corporation owning and operating a flouring-mill at Independence, Iowa. We are using annually about 100,000 bushels of wheat, most all of which we have to ship in by the Iowa Division of the Illinois Central Railroad and by the Burlington, Cedar Rapids & Northern Railway. These roads have brought in for us during the past year over 200 cars of wheat for milling purposes. We have repeatedly tried to get a reduction of the freight on our wheat, from both these railroads, but have always failed.

We depend for our sales almost exclusively upon the local market. Of late, however, these roads have both made a reduction on their freight on flour shipped from Minneapolis. This reduction has been made in the interest of the Minnesota mills. It is such a discrimination in favor of Minnesota flour and against Minnesota wheat shipped for grinding at our local mills as is unjust to the milling interests of Iowa. The reduction lately made by each of these roads is fifteen cents per barrel on flour from Minneapolis here. This margin is sufficent to take off all our profits.

We most earnestly request your honorable body to inquire into this matter, and to see if the same or corresponding reduction cannot be had on wheat shipped for milling purposes.

We have tried to procure such reduction, but cannot get any favorable answer.

Yours most obediently,

Z. STOUT, *President.*
A. B. CLARK, *Secretary.*

DECISION OF THE COMMISSIONERS.

The complainant states that he is a manufacturer of flour at Independence Iowa; that he obtains his wheat in part over the Illinois Central Railroad; that their rates are too high; that the railroad company transports flour from Minneapolis to Independence at a rate lately reduced by the amount of fifteen cents per barrel; that with such a flour rate complainant is unable to compete against Minnesota flour, under the present Iowa local rates on wheat.

Replying to these statements, Mr. W. K. Ackerman, president, says: "Our rate on flour from Minneapolis to Independence is 45 cents per barrel, "and this is a higher rate than we charge on our Iowa Division locally for "the same distance on the same class of freight. Our wheat rates we think "are unreasonably low, and the Independence Mills Company has the ad-"vantage of them."

If the through Minneapolis rates to Iowa points are higher than the Iowa local rates, it would seem that this is all that could reasonably be asked, as to the *relation* or *proportion* of the two charges. Such facts show that Iowa local interests already have an advantage over shipments from Minnesota.

The next question is, are the Illinois Central local rates reasonable in themselves? In a former letter you asked for the rate from Waterloo to Independence.

On examination we find it to be 6.20 cents per 100 pounds on wheat, or 3.72 cents per bushel. This is almost exactly the rate fixed by the Iowa tariff (Granger act) law of 1874. To be exact, the rate charged now is 6.20 cents per 100 pounds; the "Granger rate" was 6.14 cents per 100 pounds, an increase of only .06 of a cent per 100 pounds. The Illinois Central is still operating under "Granger rates" substantially having made but a slight increase since the repeal of that law, and this only on short hauls and partial car loads. It was everywhere conceded that the rates of the "Granger law" were exceedingly low; and surely the Illinois Central's Iowa business does not indicate anything like profits year by year.

As to the rate on wheat from Waterloo to Independence, and from other stations on the line of the Illinois Central, the Commissioners hold that they are not unreasonable. As to the rate on Minneapolis flour to Iowa points, the rate being relatively higher than Iowa local rates for like distances, they see no good ground of complaint. Besides they have no jurisdiction over rates between different States, and are powerless in the premises.

I hereby certify that the foregoing is a true copy of the original, now on file in this office.

E. G. MORGAN, *Secretary.*

Des Moines, Iowa, January 25, 1882.

FRANK H. JEROME, VILLISCA, IOWA, *Complainant,*
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent.*
} *Discrimination.*

Filed, December 21, 1881.

VILLISCA, IOWA, December 5, 1881.

MAJOR ANDERSON:

DEAR SIR—I am shipping corn from this point and have been wanting to ship to Kansas City, but the railroad company refuses to give rates. At last I filled a car of corn and offered to consign it to Kansas City, but the company refused to take the corn unless I loaded it in a Kansas City car. The agent telegraphed an order for a Kansas City car, but I have no idea that the car will be sent. In this way we will be prohibited from sending corn to Kansas City. I suppose the point of the matter is, that the C., B. & Q. line only runs to Burlington Junction, thirty-six miles, and this company would only get a small fee for handling the corn, and if it goes to St. Louis or Chicago it will pay twenty-five cents per hundred weight. Another point, I have consigned corn from Burlington Junction to East St. Louis, for twenty-two cents per hundred, and the corn comes through Villisca, thirty-six miles further than corn is drawn that is shipped from this point, but from here the cost is twenty-five cents per hundred.

I state these facts to you as a Railroad Commissioner hoping that by virtue of your office you may be able to prescribe a remedy.

I remain, truly yours,

F. H. JEROME.

To the Honorable State Board of Railroad Commissioners of Iowa, E. G. MORGAN, *Secretary:*

We the undersigned address this petition and complant setting forth the following facts; viz.,

From Villisca to Chicago, a distance of 433 miles, the C., B. & Q. R. R. Company charge twenty-five cents per hundred on corn in bulk. From Villisca to Kansas City, a distance of about 180 miles, the C., B. & Q. R. R. Company charge the same rate as to Chicago, twenty-five cents per hundred on corn in bulk. The C., B. & Q. Company own the track from Villisca to Burlington Junction, Missouri, a distance of thirty-six miles, and the Kansas City & Council Bluffs Company own the track from Burlington Junction to Kansas City, 144 miles. The C., B. & Q. Company have the right to make the rates on all freights from Villisca through to Kansas City. Upon the branch road running from Creston to Kansas City, a freight rate of sixteen cents per hundred in bulk is given.

We consider these rates as unjustly discriminating between points, and ask your honorable body to procure, if possible, for the grain dealers at Villisca, the same rate for corn as is charged from Creston to Kansas City, or the same per mile as is charged from Villisca to Chicago, and that we may be supplied with cars for shipping corn to Kansas City. We the undersigned state that the above mentioned facts are a true and correct statement of conditions as they now exist.

Witness our hands and seals this 19th day of December, 1881.

[L. S.] F. H. JEROME, *Grain Dealer.*
SMITH & BURLESEN.

STATE OF IOWA, }
MONTGOMERY COUNTY. } ss.

I, the undersigned a notary public, hereby certify that the above named persons whose signatures appear to the above instrument, subscribed the same and swore to it before me, this 20th day of December, 1881.

[L. S.] F. P. GREENLEE, *Notary Public.*

DES MOINES, IOWA, December 23, 1881.

F. H. JEROME, ESQ., *Villisca, Iowa:*

DEAR SIR—Your several letters of complaint against the Chicago, Burlington & Quincy Railroad, on account of alleged excessive charges on corn to Kansas City are at hand. In reply the Board instruct me to say that as the service is between points in different States, the rates are not within the jurisdiction of the Iowa Commissioners. Their jurisdiction is necessarily limited to rates between stations within the State. The same is true as to the other point of complaint you make, the difficulty to get cars of the company, to be transported off its lines upon other lines of road. Although the matter is wholly without our jurisdiction, we nevertheless have laid it before the managers of the C., B. & Q. Railroad, in the hope that whatever ought to be done in the premises will be.

By order of the Board,

E. G. MORGAN, *Secretary.*

DES MOINES, IOWA, December 22, 1881.

E. P. RIPLEY, ESQ., *General Freight Agent C., B. & Q. R. R.:*

DEAR SIR—Herewith I hand you the original letters of complaint made by Frank H. Jerome, Villisca, Iowa, to which your attention is called. The

Board well understand that the matter complained of relates to inter-State transactions, and is, therefore, not within their jurisdiction. As to that point of the complaint, your refusal to allow your cars to be loaded, and sent long distances off your line upon other lines, the Board long ago settled the doctrine sustaining your action (see case of *Alex. Risk v. The I. C. R. R.*, Report of 1880, pp 115, 118). If there is anything that demands correction in the matter of charges, the Commissioners are very confident it will be promptly done. Please make reply at your earliest convenience.

Respectfully yours,

E. G. MORGAN, *Secretary.*

CHICAGO, December 28, 1881.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I am in due receipt of your letter of the 22d inst., inclosing sundry communications from Mr. F. H. Jerome, of Villisca. The burden of this complaint seems to be—first, that we have not always been able to furnish cars in which to load corn for Kansas City. Second, that our rate to that point is twenty-five cents per 100 pounds.

To both of these indictments we plead guilty, and while we realize the fact that your Board has no jurisdiction in matters of inter-State commerce, we are not disposed on that account to refuse an explanation, which will, I hope, justify us in your eyes. This company has no interest in any grain market beyond its revenue for the carriage of the grain—all markets are alike to it.

But it does make a great difference to us, in the matter of cars, whether the Iowa grain crop is moved east or west. For the last six or eight months our west bound business has been unusually heavy, and our east bound unusually light.

The great demand of the extreme west and southwest for merchandise of all kinds resulted in the months of October, November, and the first part of December, in much of our equipment being scattered about in New Mexico, Colorado, and Arizona, with heavy demands for cars in Chicago, and an absolute necessity for hauling empty cars four or five hundred miles *into* Chicago to provide for our pressing necessities, and to forward valuable merchandise and perishable freight. A car spared from this work and put into the service of carrying Mr. Jerome's corn to Kansas City (with great probability of its going thence to the wilderness and not returning for months) would lose us far more money by its absence than the amount we proposed charging Mr. Jerome for the service. It is not true, as Mr. Jerome states, that the rate from Creston branch points to Kansas City is less than from points on the Villisca branch. Many things are done and many orders issued by railroad officers which appear to others as arbitrary and unreasonable, but they are always explainable on business principles, and are never issued with intent to harass or annoy shippers; most of the latter class know this, and from them we have no complaints; in fact, I believe they would bear witness to our fair dealing with them. Mr. Jerome, who, I observe, styles himself "note broker and claim agent," is evidently unacquainted with the transportation business, and such little experience as he has had has been gathered at an unfavorable time.

I trust he will be more fortunate in future, and I beg to assure him through you, that any *just* complaint he may have against us will be promptly met by our own officers and the cause removed, whenever such just complaint shall be brought to our notice.

It is proper to state in this connection that Mr. Jerome has not, so far as I can ascertain, made complaint to any officer of this company concerning the matters alleged in his letters to you. Yours truly,

E. P. RIPLEY.

DECISION OF THE COMMISSIONERS.

This complaint alleges, first, that the Chicago, Burlington & Quincy Railroad Company refused to ship corn from Villisca to Kansas City in its own cars, or unless the same was loaded into the cars of some company who desired to handle grain in the Kansas City trade; second, that the rate charged on corn to Kansas City is extortionate, the complainant alleging that the Villisca rate to that market is twenty-five cents per hundred weight, while the rate on the Creston line—distance about the same, is only sixteen cents. In support of the complaint as to the extortion, it is asserted that the rate from Villisca to Chicago, 433 miles, is twenty-five cents, and the rate to Kansas City, a distance of about 180 miles, the same. Also, that the same company's rate to Kansas City, *via* the Creston branch, is sixteen cents. As the matter complained of relates to shipments from a point in Iowa to a station in Missouri, the Commissioners have no jurisdiction over it. The matter was nevertheless laid before the company, and in reply and explanation General Freight Agent E. P. Ripley, says: "For the last six or eight "months our western bound business has been unusually heavy, and our "east bound unusually light. The great demand of the extreme west and "southwest for merchandise of all kinds resulted, in the months of October, "November, and the first part of December in much of our equipment being "scattered about in New Mexico, Colorado, and Arizona, with heavy demand "for cars in Chicago, and an absolute necessity of hauling empty cars four "or five hundred miles into Chicago to provide for our pressing necessities "and to forward valuable merchandise and perishable freight.

"A car spared from this work and put into the service of carrying Mr. "Jerome's corn to Kansas City, with great probability of its going thence to "the wilderness and not returning for months, would lose us far more "money by its absence than the amount we proposed charging Mr. Jerome "for the service."

As to the first allegation in this complaint the Commissioners have held that no railway company is bound to furnish cars to transport freight over lines not its own. (See case of *Alexander Risk v. The Illinois Central*, report of 1880, pages 115, 118.) In that decision it was held as follows: "The Illinois Central Railroad in Iowa is intersected by ten different con-"necting roads. If one shipper, residing at any station on its line may de-"mand cars for transporting grain or goods to points at considerable or long "distances from its own or connecting lines, every shipper may. If every "shipper may do so, the railroad company is at once placed at the mercy of "connecting or competing lines. The law as thus interpreted would permit "all the cars of the road to be taken from its own line and scattered along "the ten connecting lines, or along the twenty or thirty other lines with "which these connecting lines connect. Some would soon be at various sea-"board points, some at stations on the Gulf of Mexico, others on the plains "or Pacific Coast, while all might be scattered into every part of the Union. "Combinations among these connecting lines in Iowa in the way of cut or

"cost rates might thus entirely destroy not only the business of the Illinois "Central, but its very property. The Commissioners do not so interpret the "law. In such case each railroad in the State would be substantially at the "mercy of connecting lines, and on the rapid road to bankruptcy. Besides, "the law as to the duty of a railroad company in furnishing cars for ship-"pers, limits such duty to *the line of its road.*"

On this point the law is that no railroad company can be compelled to furnish cars for carrying freight over the roads of other companies. A railway may do so at its own option, but the law does not require it as a duty.

Respecting the charge that twenty-five cents per 100 pounds on corn from Villisca or Creston to Kansas City, 180 miles, is extortionate, the Board is of the opinion that it is. On comparison with the rate fixed by the "Granger act" of 1874, repealed in 1878, the rate of twenty-five cents is found to be thirty-eight per cent higher, for which there does not seem to be justification; the rate prescribed by the repealed law was fifteen and a half cents per 100 pounds. That the Granger rate was a very low one, will not be disputed; but that the present rate of twenty-five cents is an unreasonably high one to us admits of no question. As the service is on inter-State business, however, it is not within the jurisdiction of this Board to afford a remedy. The charge that the Creston rate is only sixteen cents while the Villisca rate is twenty-five cents is unequivocably denied by the general freight agent, E. P. Ripley, his language being as follows: "It is not true, as Mr. Jerome "states, that the rate to Kansas City from Creston branch points is less than "from points on the Villisca branch." With such a conflict of assertions and testimony it is impossible for the Board to determine which is correct. The complainant has not furnished any shipping bills or receipts, or verified copies to substantiate the statement, and this part of the case rests upon the contradictory averments of the parties.

As the Iowa Commissioners have no jurisdiction over the matter in dispute, it is unable to make any recommendations.

The courts appear to be the only remedy available in such cases.

Des Moines, Iowa, February 11, 1882.

SPENCER BROTHERS, RANDOLPH, IOWA, *Complainants,*
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent.*
} *Lost goods.*

Filed, January 9, 1882.

On the fifth of January, Messrs. Spencer Brothers complain to the Board that a car load of lump coal shipped them on the 15th of December, had not been received, and could not be found.

The Board instituted inquiries, which resulted in tracing the coal, which was delivered to them about the 15th of January.

W. F. KNOWLES, SIOUX CITY, IOWA, *Complainant*,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, *Respondent*.
} *Overcharge.*

Filed, January 9, 1882.

SIOUX CITY, IOWA, Jan. 9, 1882.

To the Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I have just received a package of freight shipped from Chicago that weighed ten pounds, and paid the charges, ninety cents. The package is a crate containing four hand bellows, and was billed at twenty pounds, but the actual weight is ten pounds. It was shipped as freight. Had the railroad company a legal right to collect nine cents per pound as freight from Chicago to Sioux City?

W. F. KNOWLES.

DES MOINES, IOWA, Jan. 11, 1882.

W. F. KNOWLES, ESQ., *Sioux City, Iowa:*

DEAR SIR—Referring to your complaint of the 9th inst., the Board hold that the charge of ninety cents on the crate of bellows is not an unreasonable one. Such freight is very light and bulky, and if moved in car loads at the rate per pound of heavier and less bulky freight, the freight per car would be anything but a paying one. All small or parcel freight is properly chargeable at a higher proportionate rate than larger quantities; and it is held by the courts everywhere and by the rule of all transportation companies that a pro rata proportion of a large shipment for small parcels, especially when weighing less than 100 pounds, would be an injustice to the corporation.

In the new revised schedule of rates just issued by the Illinois Railroad Commissioners, and which is the lowest ever provided by any railway or any law, it is declared that "no single shipment will be required to be taken at less than twenty-five cents for distances of 150 miles or under; over 150 miles fifty cents. Now the distance from Chicago to Dunleith is 190 miles, which subjects your crate to a charge of fifty cents in Illinois under the new rate. From Dunleith to Sioux City the distance is about 325 miles, and certainly a charge of forty cents addition is not exorbitant for the service.

The Illinois Central places bellows as first class. No package is carried at less than the rate for 100 pounds. The charge per 100 pounds on first class for 325 miles, or from Dubuque to Sioux City, is sixty-three cents. The distance from Chicago to Dubuque is 190 miles, or nearly sixty per cent of the Iowa distance. The sum of these two at the rate for light parcels would therefore be about $1.

It is the judgment of the Commissioners that ninety cents for the service you mention is not unreasonable. By order of the Board,

E. G. MORGAN, *Secretary*.

N. J. BOND, COUNCIL BLUFFS, IOWA, *Complainant*,
vs.
THE WABASH, ST. LOUIS & PACIFC RAILWAY CO., *Respondents*.

Discrimination and Damages.

Filed, January 5, 1882.

DECISION OF THE COMMISSIONERS.

Under date of December 20, 1881, N. J. Bond complained of the Wabash, St. Louis & Pacific Railway Company, as follows: to-wit.,

1st. That after inducing complainant to purchase certain lands at one of its stations, it refused him accommodations to the extent of refusing to stop its trains at said station and otherwise rendering his property for the purpose for which said company induced him to purchase it, worthless.

2d. That for twelve months past complainant has been buying grain at Mineola, a station on the W., St. L. & P. R'y, where he had been at considerable expense in building cribs, placing scales, etc., and had there in cribs 7,000 bushels of corn, and had been for thirty days trying to ship it, but the Wabash agents refused him cars while furnishing them to shippers at other stations on its line.

3d. That complainant offered to furnish foreign cars, and in addition to usual tariff rates, pay trackage for switching, etc., but that the Wabash agents refused to receive them as required, to his great damage.

4th. That the Wabash company refused complainant special rates, while granting the same to other parties under similar circumstances.

5th. That complainant shipped four cars of corn on said road; that it was delayed by the wrongful acts of the agents therof until it spoiled, and that the company refuse to pay him therefor.

After an unusual delay in settling the issues and presenting the proofs, we have the case before us.

The first count in the complaint having been abandoned by Mr. Bond himself, we dismiss it.

As to the remaining counts there is a conflict of evidence. Complainant Bond says that he had cribbed at Mineola, a Wabash station near Council Bluffs, about 7,000 bushels of corn, and that about November it was ready, in due course of trade, for shipment; that he made application for cars and received a few, but that finally, after waiting some two weeks, he abandoned shelling and shipping his corn for want of cars. J. H. Plumer, his clerk in charge of his grain trade at this point, swears to the same statement of facts, with the addition that at the time that the Wabash was refusing cars to Mr. Bond, it was giving them to parties at Silver City, the first station to the east on its line.

On the other hand, J. W. Blanchard, superintendent of the Council Bluffs & Omaha Division of the Wabash, states most positively that he "never refused "Bond cars at Mineola, and that the cars were distributed under his direc- "tions," admitting, however, that there had been times when his road could

not supply them for the good reason that they did not have them, but denying very emphatically any unjust discrimination against complainant.

The weight of evidence seems with complainant, and that too without reference to the number of witnesses on a side, but depends to a certain extent upon the means of knowledge of the several witnesses touching the matter whereof they speak. Complainant and his clerk were both on the ground when the cars were needed; both swear they did not receive them, though they were duly demanded, and the clerk adds that during this time the company was giving cars to Silver City.

While it may be true, as Superintendent Blanchard says, and as we presume it is, that he never refused him cars when they were on hand, yet that is not inconsistent with Mr. Bond's statement, corroborated by his clerk, that the cars were, nevertheless, refused him. Mr. Blanchard was at Stanbury, the east end of the Council Bluffs and Omaha Division. Mr. Blanchard does not undertake to say that Mr. Bond received the cars. He does state with great positiveness that there was no discrimination. But this is a conclusion. The burden is on Mr. Blanchard to state the facts that will show there was no discrimination. We do not think, in this instance, he has done so. We find that the W., St. L. & P. R'y Co. refused complainant Bond suitable cars, on reasonable notice, in which to transport his freight, and such refusal to furnish suitable cars to transport the freight of complainant constitutes a violation of section 10, chapter 77, acts of the Seventeenth General Assembly.

In support of the third count, complainant states that being refused Wabash cars by the company's agent, on the ground that they did not have them, he called up, by telephone, F. M. Gault, the Wabash agent at Council Bluffs, and asked if they would take Kansas City cars out to Mineola to load his corn in, and said Gault replied "yes," if he, Bond, would pay trackage, which Gault said was three dollars a car. Bond replied, saying he would take it, and would order Kansas City cars set over at once to be taken out to Mineola; but that afterward, he thinks on same day, having heard there was trouble about the Wabash receiving his K. C. cars, again called agent Gault by telephone and asked him "if they could not take my (his) empty "cars to Mineola for me (him) and he replied no"; and that after some further talk about the price, he received the reply from Mr. Gault "that they "would not take them at any price."

Christina Laustrum testifies to having heard telephonic conversation between Mr. Bond and the Wabash freight office in Council Bluffs, in which the receiving of Kansas City cars was the subject, and that by Mr. Bond's repeating he learned the Wabash was to take the foreign cars at a certain agreed price. That Mr. Bond then called by telephone to J. H. Plumer, foreman of his elevator at Mosquito Creek, and repeated to him the substance of his conversation with said freight office, and for him to get ready to go to Mineola to load cars; that afterward, on the same day, he thinks he heard Bond again call the Wabash freight office, and alluding to a message his wife said she had received from said office to the effect that the

Wabash could not take foreign cars for him, asked if the same was true, and heard Mr. Bond say further that "if you will not take three dollars a "car, what will you take them for?" I heard Mr. Bond say, "then you will "not take them at any price." Mr. Bond then called J. H. Plumer and said through the telephone to him, the Wabash will not take our cars to Mineola.

Mrs. Bond, wife of complainant, also testifies on this point, that she received in her husband's absence a telephonic message from the Wabash freight office, saying: "We cannot take those cars to Mineola for Mr. Bond," that she thought it F. M. Gault speaking, and that she repeated the message the same day to her husband.

Mr. J. H. Plumer also testifies on this point, that he received a telephonic message from Mr. Bond while at Mosquito Creek, saying: The Wabash will take out empty Kansas City cars to Mineola to be loaded with corn, and at same time ordered me to make arrangements for shelling and loading the corn at Mineola. And Plumer, further says, that Bond afterward on the same day, or the next, called him by telephone again, and told him that the Wabash had refused to take his empty cars to Mineola for him, and that in consequence we could ship no corn from that point.

In answer to this J. W. Blanchard, superintendent Council Bluffs and Omaha Division, and who, as he says, has charge of the distribution of cars, emphatically states that "Bond never applied to him directly or indirectly "to take foreign cars to Mineola or Neoga, consequently I never refused to "do so." But the superintendent overlooked, perhaps, the statement which F. M. Gault, local agent of the Wabash at Council Bluffs, made that Bond had applied to him to take Kansas City cars to Mineola, when he says that complainant never applied to him, even indirectly, to take foreign cars. Perhaps the superintendent does not regard the application of Bond to agent Gault, as an application, direct or indirect to himself. But this Board think otherwise. We think Mr. Bond's application to the local freight agent at Council Bluffs, was to the whole company for all practical purposes, and fully broad enough to include the division superintendent. Local agent F. M. Gault further says, that he gave Mr. Bond the charge for taking these cars to Mineola, but told him he had no authority to receive foreign cars and referred him to Superintendent Blanchard.

This is the sum of all the evidence on this point in the case, and the Board think after a very careful examination of it in all its bearings, that the charge in the third count is sustained. Bond makes the plain straightforward statement that he applied to the agent at Council Bluffs, that the agent gave him the terms for taking foreign cars to the point named, the terms were agreed upon, that the agent said the Wabash would receive the cars, and that afterwards, on the same day, said that the company would not take such cars at any price.

Complainant was applying at the usual and proper office, according to the usual method for the accommodation he desired, and besides, this is corroborated in his statements as to what took place, in several particulars, by other testimony; as well as by agent F. M. Gault himself, who says that

Bond did ask him by telephone what would be the charge for running Kansas City cars to Mineola, having them loaded with corn for St. Louis, and return them to Council Bluffs, and he answered him, "tariff Mineola to "Council Bluffs, and mileage on the cars."

The statements on the part of the Wabash agents on this branch of the complaint are brief, rather technical, and some of them somewhat in the nature of conclusions. Hence we find that said company did refuse to receive and transport the empty cars of the K. C., St. J. & C. B. R. R., a connecting road with the Wabash, to be delivered at Mineola, a station on the line of its road, to be loaded with corn and returned to said connecting road; and that in so refusing to receive and transport said foreign cars, said Wabash company did violate the provisions of section 10, chapter 77, acts of the Seventeenth General Assembly.

As to the fourth count we have no hesitation in saying that complainant has not sustained the charge by the proof submitted. The facts that Mr. Bond gives, that he sold his grain to a buyer who could not have afforded to pay him the price he did, unless he had some kind of a drawback or rebate, is sufficient perhaps to excite a very grave suspicion, but it does not furnish that class of legal evidence that will stand against the plain statement of T. B. Gault, general agent of the Wabash, at Council Bluffs, that Mr. N. J. Bond has had the same rates on corn from Neoga and Mineola to St. Louis and other points on our road as all other dealers have.

Mr. Bond states that on April 28, 1881, he billed three cars of corn from Neoga, Iowa, to Reynolds Bros., Toledo, Ohio, giving numbers of the cars, and at same time partially loaded a fourth car, and that all four cars were taken to Mineola, where the loading of the fourth car was completed, and it was billed out May 3d, to Reynolds Bros., and that instead of sending said cars forward to their destination, said company permitted them to remain on the side track at Mineola for more than three weeks, and that by reason of said detention said corn heated and spoiled, and complainant was greatly damaged thereby. Complainant further states, that a car of corn billed by him over the Wabash road April 28th, to same parties in Toledo, reached its destination May 10, notwithstanding it was detained by Missouri River floods about one week. And that afterwards on the 13th day of May, he billed out of Council Bluffs to same parties in Toledo, three cars of corn which were reported to him from Toledo, by said Reynolds Bro., on the 21st of May, while the cars first mentioned as billed from Neoga, on the 28th of April, 1881, were yet on the side track at Mineola. And complainant further states, that freight trains were running through regular from Council Bluffs on the Wabash, while the cars mentioned were allowed to remain on the side track at Mineola.

Mr. J. H. Plumer testifies substantially to the same state of facts, adding that on the 19th day of May following the loading of the cars, J. L. Rice, the agent of the Wabash at Mineola informed him that he asked F. M. Gault, agent at Council Bluffs, on the 8th inst., for billing directions for the four cars, and that up to that time, May 19th, no shipping directions for said

cars had been received from Mr. Gault or any one else. And Mr. Plumer adds, that for a week or more prior to the 19th of May business had been resumed on the road, which for a few days had been suspended on account of floods on the Missouri River, and that freight trains had been running through regularly on the Wabash from Council Bluffs.

On the part of the company, Superintendent Blanchard is the only witness who speaks on this point in the case. He says as to the delay of loaded cars (meaning the four loaded with corn above mentioned) "I can only say it "did not occur on this division." "With the exception of perhaps one week "during the very high water at Council Bluffs, loaded cars have been handled "promptly. It would not be surprising if some of his corn did heat. At "various times during last season it was impossible to ship corn without "heating. It was in bad order, and was not confined to any one shipper. "They all experienced the same trouble." Bond and Plumer were both upon the ground, and show personal knowledge of the matter and things touching which they testify, while Mr. Blanchard was necessarily absent much of the time, and largely dependent for his knowledge of affairs upon the information of others.

On the evidence we have before us, therefore, we are clearly of the opinion that these four cars of corn were unnecessarily detained at Mineola station. And we further find that said Wabash, St. Louis & Pacific Railway Company, in detaining said cars, and refusing to send them forward with all reasonable dispatch, did violate the provisions of said section 10, of chapter 77, acts of the Seventeenth General Assembly.

Des Moines, Iowa, December 23, 1882.

E. L. BLACKMORE, MAYOR, AND FIFTY-THREE OTHERS, APLINGTON, IOWA, *Complainants*,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, *Respondent.*

Filed January 21, 1882.

APLINGTON, IOWA, January 13, 1882.

M. C. WOODRUFF, ESQ., *Des Moines, Iowa:*

DEAR SIR—Inclosed find petition, which explains itself. On last Monday night the conductor put off at this station an old man and lady for not paying their fare, they being poor and out of money. They were thinly clad, and nearly perished from cold, as there was no place for them to go—the depot being closed. There are many passengers going and coming on nearly every night train, and the depot being closed, they are obliged to stay out in the cold, and in many cases they are obliged to wait until daylight before finding the hotel. There were eight passengers for the east-bound train last night, all obliged to stand out in the storm waiting for the train. Please give this your immediate attention, and oblige.

E. R. SWAN.

APLINGTON, IOWA, December 15, 1881.

To the Honorable Board of Railroad Commissioners for the State of Iowa:

We, the undersigned, citizens of Aplington, Iowa, respectfully submit the following, and ask you to take such action as in your judgment the case demands: The first of this month we petitioned the superintendent of the Iowa division of the Illinois Central Railroad to make arrangements for keeping the depot building at this place open till after the departure of the night passenger trains, at about 11 P. M. and 1 A. M. He declined to do so. It would greatly accommodate the traveling public, as well as citizens resident here, especially during the winter months. Trains are often late, obliging passengers to stand out in severe weather, much to their discomfort and also endangering their health. We, therefore, for reasons stated, respectfully petition you for relief.

(Signed) E. L. BLACKMORE, Mayor,
S. M. SWAN,
GEO. W. HANES, M. D.,
J. M. GROAT,
A. A. WHALEY,
And fifty others, residents of Aplington.

RECOMMENDATION OF THE COMMISSIONERS.

The above petition is signed by fifty-four inhabitants of the town, and we are informed that they comprise about all the business men in the place. From a letter accompanying the petition, we quote the following: "There "are passengers going and coming on nearly every night train, and the depot "being closed, they are obliged to stay out in the cold, and they are obliged "in many cases to wait until daylight before finding the hotel. There were "eight passengers for the east-bound train last night (January 12th) all "obliged to stand out in the storm waiting for the train."

This is a matter which certainly demands the prompt attention of the company. It is not expected that the company will convert their station buildings into hotels, but it is proper that a waiting-room should be open and supplied with reasonable accommodations for the shelter and comfort of persons who wish to take passage on its trains, such as fire in cold weather, lights, seats, drinking water, etc. Many passengers come in from country places, and the poorer class take their lunch baskets with them and expect the usual waiting-room accommodations, and they should have them.

Section three (3), of chapter 77, of the acts of the Seventeenth General Assembly, provides as follows: "Whenever in the judgment of the Rail-"road Commissioners it shall appear that any * * change in the mode of "operating its road and conducting its business is reasonable and expedient "in order to promote the security, convenience, and accommodation of the "public, said Railroad Commissioners shall inform such railroad corpora-"tion of * * * the changes which they adjudge to be proper by a notice "thereof in writing," etc., etc.

Under this provision, the Commissioners recommend that the Illinois Central Company keep open its station-house at Aplington every night on which passenger trains run either way until after the departure of the last train, and that such accommodations be provided therein as shall give security and convenience to the traveling public. The Commissioners confi-

dently rely upon the company to do in this matter what the law clearly contemplates as the duty of all railways in furnishing "convenience and "accommodation to the public."

It is further recommended that this be done at an early day, as the winter weather particularly requires it.

Des Moines, Iowa, January 28, 1882.

CHICAGO, January 31, 1882.

E. G. MORGAN, ESQ., *Secretary Board Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Your letter of the 28th inst., inclosing recommendations in relation to Aplington station, has been referred to me. I have this day written Division Superintendent Parker of our Iowa Division, directing that the Aplington station house be kept open for the night passenger trains.

Yours truly,
E. T. JEFFREY, *General Superintendent.*

SAMUEL F. PARKER, EARLVILLE, IOWA, *Complainant,*
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent.*
} *Discrimination and overcharge.*

Filed, January 25, 1882.

JEFFERSON, IOWA, January 20, 1882.

M. C. WOODRUFF, ESQ., *Dubuque, Iowa:*

DEAR SIR—Is it correct and lawful for the Chicago & Northwestern Railway Company to charge fifty cents for thirty pounds fourth class freight from Cedar Rapids to Jefferson. First class freight from Chicago here is only forty-five cents. N. Kuhnen, of Davenport, shipped from his branch house in Cedar Rapids, one butt, thirty pounds, plug tobacco to Messrs. Smith & Wood, December 13, 1881, and the freight bill was fifty cents. If this is law, then it does great injustice to Iowa shippers. Their regular tariff from Chicago to Jefferson, Iowa, is forty-five cents on first class, and they charge on thirty pounds fourth class freight from Cedar Rapids, fifty cents.

Please give this attention as one of the Commissioners. If correct, all right; if not, please correct it. I live at Earlville, Iowa, and travel for N. Kuhnen, of Davenport. Your old friend,

SAMUEL F. PARKER.

DECISION OF THE COMMISSIONERS.

Complainant asks this Board whether a charge of fifty cents on a thirty pound package of fourth class freight from Cedar Rapids to Jefferson is a lawful charge, and emphasizes the inquiry by calling attention to the rate of forty-five cents on first class from Chicago to Jefferson.

They answer, yes. Freight in small parcels of a few pounds—anything under 100 pounds—on a universal custom of transportation companies, is always charged a parcel rate and never a pro rata charge of the rate per 100

pounds. This custom long since became a rule of railways, and is published in most of the tariffs, as, for instance, this which I quote from one of them: "No shipment, however small will be carried any distance for less than "twenty-five cents; over 150 miles, fifty cents."

Another is as follows: "No single shipment will be required to be taken "at less than twenty-five cents for distances of 150 miles or under; over 150 "miles, fifty cents." This last is the exact language copied from the legal tariff of Illinois, applicable to all railways in that State. In the case mentioned the distance barely gets it into the higher charge, the distance from Cedar Rapids to Jefferson being 151 miles. The published rates in all tariffs are for freight in quantities per 100 pounds or car loads, and never for quantities less than 100 pounds, on which a parcel arbitrary rate is charged, as appears in the above quoted rules.

Des Moines, Iowa, February 7, 1882.

JOHN RABER, NEWBURG, IOWA, *Complainant*, vs. CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent*. } *Lost goods.*

Filed, January 26, 1882.

NEWBURG, JASPER CO., IOWA, Jan. 25, 1882.

Iowa Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—On the 4th of November, 1881, I shipped from Sheldahl, Story county, Iowa, over the Chicago & Northwestern Railway, a box of household goods. They were billed to Jane Raber, Newburg, Iowa, but they have never been received here. I have written to W. C. Porter, the agent at Sheldahl in regard to the matter, but received no reply.

J. R. Wood, the agent of the Central Iowa Railway, at this place, has also made inquiries, but gets no replies. If you can do anything in your capacity as Commissioners to recover the lost box or its value in money, I would be very much obliged, as I am a poor man and feel unable to sustain the loss. The value of the goods is about fifty dollars. I can send a detailed list of the articles and value if desired. I have the receipt of the agent of the C. & N. W. road at Sheldahl for the box, in my possession. Hoping to hear from you soon, I remain respectfully yours,

JOHN RABER.

The Board instituted inquiries which resulted in finding the box, which was received by complainant, at Newburg, about the 11th of February, 1882.

DAVID MORRIS, LAWN HILL, IOWA, *Complainant,*
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent,*
} *Overcharge.*

Filed, February 6, 1882.

LAWN HILL, IOWA, February, 3, 1882.

To the Railroad Commissioners, State of Iowa:

I wish to call your attention to the fact that the Chicago & Northwestern Railway Company, are charging freight on nut coal by the car for twenty-four thousand pounds (24,000,) when the facts are that their cars which they charge that for will not contain more than twenty-two thousand (22,000), which we do not think is business, and which should be corrected.

Very respectfully,
DAVID MORRIS.

Mr. Morris in a subsequent letter gives the number of the cars and weight.

CHICAGO, April 4, 1882.

HON. E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have investigated the claim of David Morris, of Lawn Hill, Iowa, in regard to an overcharge on a car of coal, received by him from Muchakinock, on January 31st. Mr. Morris's claim is a just one, and I have ordered a voucher in his favor, refunding all charges collected on this car in excess of actual weight. The overcharge arose from the fact that the agent at Lawn Hill, in his desire to enforce the rules of the company in regard to minimum weight, overlooked another rule which provides that when any car is loaded to its "full visible capacity," charges for *actual weight only* shall be collected provided such weight is at least 20,000 pounds.

The money will be paid Mr. Morris as soon as the voucher can be passed through our accounts.

Very truly yours,
M. HUGHITT, *Gen. Man. C. & N. W. Ry.*

H. J. HEATON, ANDERSON, IOWA, *Complainant,*
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent.*
} *Lost goods.*

Filed, February 6, 1882.

ANDERSON, IOWA, Feb. 3, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners:*

DEAR SIR—Permit me to call your attention to a small matter, the last of a series of petty thefts that I have been subject to. Inclosed find bill of lading and affidavit of things stolen from same, which is only part, as my daughter could not recollect at that time exactly what was missing. Please send P. O. order or instructions to station agent to pay the same. From what the agent here says these things must have been taken at Galesburg, Illinois.

Yours respectfully,
H. J. HEATON.

NOVEMBER 11, 1881.

Received from R. Heaton, one barrel of merchandise in apparent good order, for C., B. & Q. R. R. Co., to be transported to Edwards, Illinois. Weight, eighty pounds.

A. E. REETZ.

STATE OF ILLINOIS, }
COUNTY OF PEORIA. } ss.

Mrs. Margaretta Armstrong, being first duly sworn, deposes and says, that a certain barrel of dry goods which was shipped from Anderson, Iowa, to the address of James Armstrong, Edward's Station, Illinois, contained when the same was received by her at said Edward's Station on or about November 28, 1881, $12.50 worth less of goods than when the same was shipped from said town of Anderson. That said barrel was shipped by the Chicago, Burlington & Quincy Railroad Company, and delivered by them at said Edward's Station to affiant with the head broken out, the barrel open, and said goods missing as aforesaid. That said goods consisted of three pairs of shoes, at $2.50 per pair—$7.50; one box containing towels and sundry articles worth $5; total, $12.50. That said affiant has not been paid for said goods by said company, and that they were reasonably worth the amount charged therefor.

MARGARETTA ARMSTRONG.

Subscribed and sworn to, before me, by said Margaretta Armstrong, this 17th day of December, 1881.

[L. S.] JAMES A. CAMERON, *Notary Public.*

[This letter of complaint was acknowledged by the Secretary of the Board on February 6th, and on February 7th a copy was sent to General Manager Potter, of the C., B. & Q. R. R., asking him to investigate and report, and on February 11th, Mr. E. P. Ripley, general freight agent, wrote as follows, in reply:]

CHICAGO, February 11, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Your favor of the 7th inst., addressed to our general manager, and inclosing complaint from H. J. Heaton, in regard to an alleged loss from a package shipped from Anderson, Iowa, November 11, 1881, consigned to James Armstrong, Edward's Station, Illinois, is referred to me.

It strikes me that it is rather an unusual proceeding to present a grievance of this kind to your Board before having presented it to the company. We have never received any claim in this case, and know nothing whatever of its merits, and consequently have had no chance to investigate and no opportunity to judge as to whether the claim is well founded or not. When one party has a bill against another, it would certainly seem to be a reasonable course to present the bill and see if it will be paid, before appealing to a court of law, or commencing suit to enforce payment. If Mr. Heaton or whoever is interested in the claim will duly present the papers substantiating the same to me, I will see that it is properly investigated and either paid or declined for cause. Yours truly,

E. P. RIPLEY.

DES MOINES, IOWA, February 13, 1882.

E. P. RIPLEY, ESQ., *General Freight Agent C., B. & Q. R. R.:*

DEAR SIR—Again referring to the complaint of H. J. Heaton, of Anderson, Iowa, and answering your letter of the 11th inst., I am requested by

the Board to say that not only the original complaint was sent to you, but copies, also, of the receipt issued for the goods by your agent A. E. Reetz, Anderson, Iowa, and the sworn affidavit of complainant's daughter, who lost the goods.

The Board inferred from the tenor of both the complaint and affidavit in which the loss is alleged to have occurred in November last, that application for reimbursement had been made and refused. You will observe that he alleges certain things as stated to him by your Anderson agent.

Whether so or not, you now have the whole matter before you.

By order of the Board,

E. G. MORGAN, *Secretary.*

[February 20th, Geo. H. Ross, division freight agent at Burlington, wrote Mr. Ripley promising to investigate the complaint of Mr. Heaton.

March 16th Secretary wrote Mr. Ripley, asking what had been done in the matter of Mr. Heaton's complaint, and on March 28th, another letter was addressed to Mr. Potter, the general manager, requesting him to look after the complaint and calling his attention to the fact that two letters had been addressed to Mr. Ripley, both of them being as yet unanswered. On March 31st Mr. Potter answered that the matter was in process of investigation, and on the same day wrote, also, as follows:]

CHICAGO, March 31, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Referring again to the Heaton claim for loss on a shipment of sundries from Anderson, Iowa, would say that claim has been in process of investigation. We have just received the papers and they show us to be responsible for the loss, and voucher has been ordered made accordingly. The complainant notified our agent at Anderson that some goods were short, but placed no value on them and made no claim. Our first knowledge of the case, as explained in my former letter, came from you.

Yours truly,

T. J. POTTER.

[On April 3d, Mr. Heaton was notified that the vouchers for payment of his claim had been made, and asking him to report if they were satisfactory, and on the 23d, Mr. Heaton replied that he had not yet received payment, and asked that the case be closed at once.]

[On May 26th the Secretary of the Board wrote Mr. Heaton that he had sent a communication to the officers of the railroad asking why the matter had not been attended to. A letter was addressed to General Manager Potter, asking him to attend to the case at once.]

SIDNEY, IOWA, June 5, 1882.

E. G. MORGAN, ESQ., *Des Moines, Iowa:*

DEAR SIR—Yours of May 26th received. I filed a copy of the claim with the freight agent at Edwards, Illinois, and, also, with the agent here at Anderson, some time before sending to you. I expected at the time it would cost more than it would come to, still I did not feel disposed to sit quietly

under the dispensation. I also thought the railroad company ought to be informed of these things, as there were many complaints besides my own. By the way, I shipped last week two car loads horses from Caldwell, Kansas, to Riverton. Freight from Caldwell, on Santa Fe Road to Atchison, $40 per car. Freight from Atchison to Riverton, about one-fourth the distance, $37.50 per car. How is that for high on the C., B. & Q.?

Very respectfully,

H. J. HEATON.

SIDNEY, IOWA, July 31, 1882.

E. G. MORGAN, ESQ.:

DEAR SIR—May I ask if there is a probability, or even a remote possibility, of the very large claim of mine ever being settled? I should like to have the matter closed up. What's the matter, too much red tape?

Very respectfully,

H. J. HEATON.

DES MOINES, IOWA, August 3, 1882.

H. J. HEATON, ESQ., *Anderson, Iowa:*

DEAR SIR—Yours of 31st is at hand. The Commissioners supposed from the fact that General Manager T. J. Potter, wrote them under date of March 31st, that "voucher had been made and would be forwarded," that the claim you refer to had been settled. I have again called the attention of Mr. Potter to the fact that the claim is still unsettled, and asked him to have it attended to at once. As soon as I hear from him I will write you.

Very respectfully,

E. G. MORGAN.

[On August 3d the Secretary also wrote General Manager Potter, asking him if the voucher had been sent to Mr. Heaton.]

CHICAGO, August 11, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have yours of the 3d, about claim of H. J. Heaton, of Anderson, Iowa. We have a voucher which was receipted March 31, 1882, by whom we supposed to be Mr. Heaton. Since the receipt of your first letter stating that he had not yet got his money, we have been investigating to find out if the signature is a forgery and who perpetrated it. As soon as this is ascertained I will advise you of the result.

Yours truly,

T. J. POTTER.

DES MOINES, IOWA, August 15, 1882.

H. J. HEATON, ESQ., *Anderson, Iowa:*

DEAR SIR—In reply to my letter to General Manager Potter in relation to payment of your claim for lost goods, he writes me under date of August 11th, as follows: [Here was sent a copy of Mr. Potter's letter of August 11th, to the Secretary].

The Commissioners regret as much as you do the long delay in this mat-

ter, but they are of the opinion that Mr. Potter has endeavored to do as he promised in his letter to them of March 31st. His letter of the 11th inst. throws a new light on the cause of delay.

Very respectfully,

E. G. MORGAN, *Secretary.*

DES MOINES, IOWA, September 12, 1882.

H. J. HEATON, ESQ., *Anderson, Iowa:*

DEAR SIR—I wrote you August 15th in relation to lost goods of your daughter's and sent you a copy of Mr. Potter's letter of August 11th. Did you receive them? Have you heard from the voucher sent you last April? An early reply will oblige,

Very respectfully,

E. G. MORGAN, *Secretary.*

ANDERSON, IOWA, September 14, 1882.

E. G. MORGAN:

DEAR SIR—On my return from Illinois, last week, I found letters from you relative to this contemptible small claim, for which please accept thanks for your trouble. On my way I was interrogated by Mr. James S. Wood, agent at Hastings. It appears some scrub has pushed forward what purports to be a receipt for the money signed by me—I need not say it is a forgery—myself nor any of my family ever received a cent, nor did they ever see any one interested in obtaining it. Have notified Mr. Wood to that effect.

Very respectfully,

H. J. HEATON.

ANDERSON, IOWA, September 15, 1882.

E. G. MORGAN, *Secretary, etc.:*

DEAR SIR—I wrote you yesterday, and last night received yours of the 12th inst. This is getting amusing as well as instructive. As our time is worthless we may as well fill it this way as any other. As I informed you in yesterday's letter, I sent the papers—I forgot what they were—a week ago to the agent at Hastings, who had a copy of the whole proceedings. It is to be hoped he will, with your assistance, be able (perhaps in the course of time) to close the matter up. I presume, had there been no tricking, it would have been finished before this.

Truly yours,

H. J. HEATON.

[September 16th a copy of Mr. Heaton's letter of September 14th was sent to General Manager Potter, and his reply was as follows:]

CHICAGO, September 19, 1882.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I am in receipt of your favor of the 16th in regard to claim of H. J. Heaton, Anderson, Iowa. I supposed this matter had been disposed of some time ago, as I gave instructions to pay the claim and have done with it.

In reply to a telegram sent our division freight agent at Burlington, today, I learn that the money wherewith to pay this claim was delivered to the express company to transmit to Mr. Heaton on the 11th inst., this company having no agent at Anderson. I have asked for date of delivery to Mr. Heaton, and will advise you as soon as I hear.

Regretting that you have had further trouble in this matter,

I am, yours truly,

T. J. POTTER.

[Secretary acknowledged the receipt of Mr. Heaton's letters of September 14th and 15th, and on the 26th of September received the following:]

CHICAGO, September 26, 1882.

E. G. MORGAN, *Secretary Railroad Commission, Des Moines, Iowa:*

DEAR SIR—I am advised by our division freight agent at Burlington, that he has received from the express company H. J. Heaton's receipt for $12.50, the amount of his claim, dated September 23d. I hope this will put an end to further correspondence on the subject from Mr. Heaton. I am sorry you have been troubled so much in the matter.

Yours truly,

T. J. POTTER

[On the 5th of October, a letter written on the 1st, was received from Mr. Heaton, acknowledging the receipt of the amount of his claim for lost goods from the C., B. & Q. R.R. Co., and thanking the Board for their efforts in his behalf.]

TOM H. MILNER, IOWA FALLS, IOWA, *Complainant,*
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY, *Respondent.*
} *Inquiry as to classification.*

Filed, February 8, 1882.

IOWA FALLS, IOWA, Jan. 24, 1882.

HON. MARCUS C. WOODRUFF, *Railroad Commissioner:*

DEAR SIR—Will you please inform me at your earliest convenience, what, under the law of Iowa constitutes a first class railroad? Is the Iowa Falls, Cedar Rapids & Northwestern R. R. a branch of the B., C. R. & N. R. R. from Holland, Grundy county, to this place and northward, such a road as the law designates as a first class road? What is the B., C. R. & N. R. R. from Cedar Rapids north to Emmetsburg classed? Do you know what their gross earnings were, respectively, for the years 1880 and 1881, per mile. By giving an early answer you will oblige the writer hereof and a multitude of your numerous friends at this place. Yours respectfully,

TOM H. MILNER.

DES MOINES, IOWA, Feb. 8, 1882.

TOM MILNER, ESQ., *Iowa Falls, Iowa:*

DEAR SIR—My absence from the State for several days has prevented earlier attention to your letter of the 29th ult. You ask: (1) "What under

"the law constitutes a first class railroad?" (2) "Is the Iowa Falls, Cedar "Rapids & Northwestern, a branch of the B., C. R. & N. from Holland to "this place such a road as the law designates as a first class railroad?" (3) "What is the B., C. R. & N. from Cedar Rapids north to Emmetsburg?" (4) "Do you know what the gross earnings were for the years 1880 and 1881, "respectively?"

I answer your questions in the order named.

1. Section 1 of chapter 68, acts of the Fifteenth General Assembly defines the classification of railways as follows: "All railroads in this State "shall be classified according to the gross amount of their respective an-"nual earnings within the State, per mile for the preceding year as follows: "class 'A,' shall include all railroads whose gross annual earnings per mile "shall be $4,000 or more."

This is the obvious definition of what you designate "first class railroads."

2. The Iowa Falls Branch of the B., C. R. & N. R'y, is not a class "A" or first class road.

3. This branch of the railway to Emmetsburg is a class "C" road, the lowest class prescribed in the law, its gross earnings being less than $3,000 per mile per annum.

4. Exactly what the gross earnings are, is not known to the Board, as the company has not yet reported for the year 1881, and which is due on or before the 15th instant.

It is known, however, that the earnings are much below the amount prescribed for the lowest class roads. For 1880 no report of the earnings per mile was made, as this new branch was operated for only a few weeks before the close of the railroad year. This, I believe, answers your questions. If there is anything more you desire, write me and I will do my best to answer you.

Respectfully yours,

M. C. WOODRUFF.

DANIEL CAMPBELL, BLENCOE, IOWA, *Complainant*,
vs.
SIOUX CITY & PACIFIC RAILROAD COMPANY AND CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondents*. } *Damages.*

Filed February 21, 1882.

DECISION OF THE COMMISSIONERS.

On the 19th of September, 1881, L. C. Campbell shipped for his father, Daniel Campbell, from Onawa, Iowa, to Amos Edmunds, Disco, Ill., by the Sioux City & Pacific Railroad, one keg of honey, the keg and honey weighing eighty pounds. The company writes on the receipt "O. R.," and in a printed form expressly limits its liability to damage incurred on its own line. This company carried it to Missouri Valley Junction and there delivered the package in good condition to the Chicago & Northwestern Railway

Company, who took it to Council Bluffs and delivered it to the Chicago, Burlington & Quincy Railroad Company. At Council Bluffs the keg was found with one hoop off and leaking badly, which fact was noted on the way-bill. On arrival at Burlington the weight of the keg and contents had been reduced through leakage to twenty pounds. We suppose this station to be the point where freight for Disco, Ill., is delivered. The consignee refused to receive it, and the consignor, on being asked for instructions, disclaimed all interest, and presented a claim for the value of the property. The statements of the parties here differ, the only point in the case where they do. The railway company states that complainant's claim was for $9.75. The complainant states that he proposed to settle his claim for that amount, if paid without trouble or expense to him. This statement covers all the facts in the case, as far as the transportation of the honey is concerned. The Sioux City & Pacific Railroad Company received and transported it to Missouri Valley Junction, where the Northwestern took it and receipted for it in good condition. This company carried it to Council Bluffs and delivered it to the Chicago, Burlington & Quincy Railroad Company in bad condition, "with one hoop off and leaking badly." The injury to the package occurred while in possession of the Northwestern, and whatever liability for damage there may be rests with this company. As there is no evidence of further injury while in possession of the Chicago, Burlington & Quincy Railroad Company, at least if there was it has not been presented, and is a matter the companies should settle between themselves.

The defenses offered by the Northwestern Company are, first, that the leakage may have been the result of bad cooperage, instead of rough and improper usage on the part of the servants of the railway company; second, that the railway company, having written "O. R." on the bill of lading, was exempted from liability for any loss, and that the complainant became his own insurer, and that the receipt was given for the express purpose of relieving all the companies from liability for just such accidents as the one that happened.

With regard to the first defense: The property was in the possession of the company when the injury occurred, or at least when the leakage began; if it was the result of bad cooperage, the company having the property in their charge should have been able to show this and particularize when, where, and in what manner it was defective. Having failed to do so, and the property having passed through the hands of one carrier and being delivered to the second in good condition, the legitimate inference is that the injury was the result of improper usage.

This brings us to the second defense. It is noticeable that the servants of the railways have too often assumed that the arbitrary affixing of "owner's "risk" on packages, gives them the right to handle perishable property carelessly and roughly with impunity for themselves and their companies. This idea has grown from the fact that in most instances the injuries received do not amount to enough in value to justify the expense of contesting them. The obligation of the common carrier is to transport and deliver goods in

the same condition as when received, unless prevented by the "act of God "or the public enemy." He is to that extent an insurer against all risks or injury, except those above stated. The carrier has the right to limit his liability in articles that are specially liable to injury or breakage by receiving them at "owner's risk." This, however, is coupled with the condition that it does not exempt the carrier from the consequence of negligence of every grade, of himself or servants.

The decisions in all the States fully sustain this view of the effect of the "owner's risk" stipulation, even in those that by special enactment have attempted to limit the liability of the carrier. In Iowa the law seems specially to hold the carrier to the extreme of liability, as will be seen by reference to section 1318 of the Code of 1873: "No contract, receipt, rule, or "regulation shall exempt any corporation engaged in transporting persons "or property by railway from the liability of a common carrier or a carrier "of passengers, which would exist had no contract, receipt, rule, or regula- "tion been made or entered into." We think this disposes pretty effectually of the second defense.

The opinion of the Commissioners is that the Chicago & Northwestern Railway Company pay the complainant for seventy pounds of honey at 12½ cents..... $ 8.75
For one keg..... 1.00

Total.....$ 9.75

Des Moines, Iowa, April 26, 1882.

THOMAS J. HOOPES, EUGENE, IOWA, *Complainant*,
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent*. } *Overcharge.*

Filed, February 21, 1882.

Complainant shipped a car of household goods and lumber from Perry, Iowa, over the Des Moines & Fort Dodge Railroad and the Chicago, Burlington & Quincy Railroad to Afton, Iowa. Before shipping he wrote the agent of the C., B. & Q. R. R. at Des Moines, asking for rates on a car of lumber from Perry to Creston, Iowa. The agent replied "lumber to Creston, "$35.10." When the car containing the goods arrived at Afton, Mr. Hoopes was called on to pay $67 freight, the company claiming double rates for loading the car with lumber, household goods, etc. The attention of General Manager Potter was called to the matter, and he gave Mr. Hoopes a rebate of $10, which he accepted and withdrew the complaint.

CITIZENS OF NORTHWOOD AND WORTH COUNTY, *Complainants*,
vs.
THE CENTRAL IOWA RAILWAY COMPANY, *Respondent*.
} *Abandonment of Road.*

Filed, March 7, 1882.

This is a case wherein citizens of Northwood complain that respondent has abandoned operation of part of its road, to their damage and inconvenience, in violation of its charter, and contrary to law.

Under the provisions of section 3, chapter 77, laws of 1878, it is made the duty of the Commisioners to "inquire into any neglect or violation of the "laws of this State by any railroad corporation doing business therein, and "whenever in the judgment of the Railroad Commissioners it shall appear "that any railway corporation fails in any respect or particular to comply "with the terms of its charter, or the laws of the State, * * said "Commissioners shall inform such railroad corporation of the * * * "changes which they adjudge to be proper, by a notice thereof in writing," * * * and report shall be included in their annual report to the legislature.

It is competent for any citizen to bring to the notice of the Commissioners such matters as are complained of in this case, or the Commissioners can inquire into it on their own motion.

All the facts, including the matter of the complainant, answer and reply, fully appear in the decision. There is but little controversy as to the facts in this case. Some questions of law, however, of more or less importance to railway corporations and to the public, are involved:

1. The complainants allege that The Central Railroad Company of Iowa on the 23d day of June, 1869, organized under the general laws of the State providing for the organization of corporations for pecuniary profit; that "the object of the company was to acquire, construct, maintain, and operate "a railroad from the south to the north line of the State of Iowa, beginning at "the State line of Missouri, at or near the present northern terminus of the "North Missouri Railroad, and running from thence north on the 16th merid-"ian of longitude west from Washington, or as near thereto as practicable, "the following points on the line having already been established: Moravia, "in Appanoose county, Albia, in Monroe county, Oskaloosa, in Mahaska "county, Marshalltown, in Marshall county, and Eldora, in Hardin county."

2. That to aid the construction of the road the people of Worth county granted it, in virtue of a vote of the electors of said county, all the swamp lands of said county, amounting in the aggregate to 32,000 acres, and on the 22d day of September, 1871, a conveyance of said land was duly executed, reciting the performance of the conditions on which the company was entitled to it, which conditions were the "grading, bridging, tieing, and con-"structing of all that part of said road from the south to the north line of "Worth county." The deed also conveys "all swamp land indemnity, money, "warrants, etc., granted, or to be granted, to said county in lieu of swamp "lands in accordance with the laws of Congress," etc.

3. That there was voted and paid in accordance with the provisions of chapter 102, of the laws of 1870, taxes amounting to fifteen thousand nine hundred and eighty-five dollars and twenty cents, in aid of the construction thereof; that the notice of said election contained provisos that the tax was to be expended only in constructing the road within Worth county, and that the tax should "not be spread upon the books for collection until said rail-"road company shall have run their cars into Northwood."

4. That Samuel Egbert conveyed to said company lands of the value of twelve hundred dollars, B. H. Becket lands to the value of five hundred dollars, D. McKercher lands to the value of two hundred dollars, and L. L. Woodworth three and three-fourths acres of land, all in consideration of said company building and operating its road from the south line of Worth county to Northwood.

5. That on the 10th day of July, 1877, a tax of three thousand and sixty dollars and thirty-eight cents was voted by the electors of the town of Northwood, in aid of the construction of the Burlington, Cedar Rapids & Northern Railway Company from its then terminus, near Plymouth, Iowa, to some point in section 21 or 28, township 98, range 20, and there making a junction with said Central Railroad Company, and thence over the track of the last named company to the town of Northwood. A further condition of voting this tax aid to said B., C. R. & N. R'y Co., was the construction and operation of its line from Northwood to the north line of Worth county. Also L. and A. J. Dwelle, gave the company the further sum of three hundred and thirty dollars and sixty cents, on like conditions.

6. That the Central Railroad Company constructed its road as agreed, and commenced running its trains thereon into the town of Northwood in October, 1871, and said road was so operated until August, 1880, at which time all trains were abandoned north of Manly Junction; that said abanddonment of trains is a great and serious damage to complainants, and the citizens of Northwood and Worth county in the matter of travel and traffic, and in violation of the charter articles of said corporation of its statutory contracts with Northwood township, Worth county, and the people thereof, and contrary to law.

All of which matters of complaint are submitted to the Commissioners for their information and action.

The Central Iowa Railway Co., responding to the complaint denies any legal obligation to operate the portion of its line between Manly Junction and Northwood, and denies any legal liability for its failure to do so, and in support of its position submits substantially the following points:

The Central Railroad Company was organized in 1869, under the general laws of the State, for the purpose of constructing and operating a railroad from the south to the north line of the State of Iowa; that it built and equipped said road and operated it for several years; that in so doing it became indebted and executed first, second, and third mortgage bonds on its road to secure such indebtedness; that the action of the people of Northwood and Worth county in inducing the B., C. R. & N. R'y Co., to run its

trains into Northwood over the Central's track from Manly, divided business, decreased the earnings, and reduced the profits of the company; that such conduct on the part of the people of Northwood and Worth county was unlooked for and unforeseen, as the Central had the right to expect no competing line, but that the people of Northwood and Worth county having helped to build the road,would look upon it as a thing in which they had an interest; that as the result of a series of misfortunes suits to foreclose the mortgages were commenced, and the road taken possession of by a receiver, appointed by the United States Circuit Court: that during his management, under the direction and approval of the court, the receiver, as a consequence, among other things, of the conduct of the citizens of Worth county in inducing the Burlington, Cedar Rapids and Northern Railway Company to run its trains over the Central's track to Northwood, leased that portion of the road between Manly Junction and Northwood, to the B., C. R. & N. R'y Co.; that eventually, *in 1875*, the road was sold "absolutely and unconditionally "out from under the ownership and control of the Central Railroad Co.," to the Farmers' Loan and Trust Co., of New York; that on the 15th May, 1879, The Central Iowa Railway Company was organized under the general corporation laws of the State for the "purpose of acquiring and operating the road"; that the matter and question of the construction of said road did not enter at all into the object of the company's organization, as the road it was organized to acquire and operate was already built; that the Central Iowa Railway Company is and ever has been in every respect, manner, and form, entirely separate and distinct from the Central Railroad Co.; that the Central Railroad Co., did all it agreed to for the aid granted it, in every particular, and as respondent believes, complied with all the requirements of its charter articles and the laws of the State, and that respondent purchased and paid full value for the Central Railroad property, and owns and controls the same free from obligations to citizens of Northwood and Worth county, for aid given to the Central Railroad Company, subject only to the laws of the State regulating the operation of its road. Respondent also says that after purchasing said road it began a suit in ejectment for the possession of the leased portion of its road, but that the court held said lease valid, and that the lessee held on to the end of the term for which the lease was given, not only under the lease, but by judgment of the court, that it should not be disturbed. And respondent further says, that during the intervening time it saw that to continue the lease to the B., C. R. & N. R'y Co., at a fair rental, would probably be a wise thing to do, and so, in August, 1881, at the expiration of the aforesaid lease, for another and greater rental gave another and new lease to the B., C. R. & N. R'y Co., as under and by virtue of the Code of Iowa, section 1300, it lawfully might do, the B., C. R. & N. R'y not then or since having any track from Manly Junction to Northwood, and that the said B., C. R. & N. R'y Co. has ever since continuously operated the same with all the facilities and equipments of a first-class road, and with all the conveniences for passenger travel and freight. And that such a disposition of said division of the road is not an abandonment of it. And for yet other

answer in this behalf, respondent says: Nor can the people of Northwood complain on another ground. The Code fixes the charges for freight and passenger fare, and it costs them no more to do business with one road than two. If they put it on the ground that if they had competing roads, they could get better rates to points out of the State, the answer is that it is not the duty of our home corporations, nor of the Board of Railroad Commissioners, to look beyond our State boundary to assist anyone. Our duties begin and end at home. Nor did the respondent have in view the assumption of any contracts or bargains of any former owners of any road it might acquire, nor did it ever assume any.

In short, respondent says: 1. That it is not the corporation that constructed the road and received the aid and incurred the obligations therefor, but that it is an entirely separate and distinct corporation, operating under an entirely separate and distinct charter: that as such it bought and paid full value for said Central Railroad property, and is in no sense liable for the constructing corporation's obligations, but entitled to operate and dispose of said road under its own charter.

2. That so owning said road, it had the lawful right to lease it as it did, under section 1300 of the Code.

Complainant, replying to respondent's answer, denies any wrongful or illegal acts on their part, or on the part of any person or corporation they represent, towards the Central Railroad Company of Iowa, or towards any of said company's successors in the ownership, control, or management of said road. Complainants admit the appointment of a receiver for the road, the lease and sale of said road, the organization of respondent's company and its purchase of said road, and the lease of a portion thereof, as set out in respondent's answer, but denies that any or all of these acts absolve respondent from its obligation to operate said railroad as a continuous line according to the provisions of the charter of the constructing company, the statutory contracts of said company, by which it procured aid in construction of said road, and existing laws.

Proofs have been submitted for the inspection of the Commissioners on all material controverted questions of fact, and we find from as careful an examination thereof as we have been able to make, that the allegations of fact by complainants are substantially true and virtually admitted by respondent, save as to the swamp land item; and in this the denial only goes to the fact of the railroad company having failed to receive any swamp lands from Worth county,--the vote of the people thereon, the deed from the county in pursuance thereof, the conditions of the deed, and the company's acceptance thereof, are not denied.

An examination of the records in the office of the State Register of Lands reveals the fact that Worth county received but forty acres of swamp land out of all selections made. This tract has, we assume, passed to the railroad company or its assigns. But the failure of the company to receive this portion of the aid stipulated for does not affect the questions to be considered here, as, aside from yet other controlling considerations, the tax and other

aids conveyed by other and independent contracts, are not denied. Respondent virtually admits the aid, saying, "it (the Central Railroad of Iowa) "did all it agreed to for the aid granted it, in every particular, and has in "every way, as we believe, complied with all the requirements of its charter "articles."

It is idle to discuss the action of the people in inducing the Burlington, Cedar Rapids & Northern Railway Company to come into Northwood. They had the right to do this, and the company had the right to comply. Such action affords respondent no possible grounds of complaint. The people of Northwood voted a tax to the Burlington, Cedar Rapids & Northern Company to bring its road to Northwood; that it came in over the respondent's track, is immaterial in this case. Complainants say that company has performed as it agreed.

It is likewise immaterial to discuss the question of the legality of any lease of any portion of the road, prior to the voluntary one executed by respondent, in August, 1881, or as to whether they were made with or without the order or approval of the court. Whatever they may have been they are things of the past. The voluntary lease made by respondent is the only one with which we have to deal.

And it does not alter the case that a court declared said lease valid in a suit between lessor and lessee. The parties represented by these complainants were not parties to the action, and the lease did not exclude the respondent from running its trains over the leased portion of its road except on its own option. Furthermore, it appears in the evidence submitted in the case, that during the management of the receiver, respondent's road was operated as a continuous line, including the portion leased, and that it continued to be so operated for more than a year after it came under the ownership and control of respondent.

If this reasoning be sound we have left for consideration in this case three questions; to-wit.,

1. Was the Central Railroad Company of Iowa legally bound by its charter articles and statutory obligations to operate its road as constructed?

2. Is the Central Iowa Railway Company, the respondent, likewise liable to operate the road?

3. If so liable, can respondent lease or alienate any portion of its road or property necessary to the discharge of its corporate obligations?

As we have already seen, the Central Railroad Company of Iowa was organized under the general laws of the State of Iowa providing for the organization of such corporations. That the object of the company, as stated in its articles of incorporation, was "to acquire, construct, maintain, and "operate a railroad from the south to the north line of the State of Iowa, be-"ginning at the State line of Missouri, at or near the present (then) north-"ern terminus of the North Missouri Railroad, and running from thence "north on the 16th meridian of longitude west from Washington, or as near thereto as practicable." And by the first article of its charter it assumes all the powers and privileges conferred by the law upon like corporations. The

principles of law governing this company, though incorporated under the general laws of the State, are the same as those governing corporations created by special act of the legislature. In *The People v. Albany & Vermont R. R. Co.*, 37 Barbour, S. C. N. Y., 218, the court held that "A railroad "charter, like any other legislative grant, is a contract between the incor- "porated company and the public. When the act is not by its terms subject "to repeal, it confers irrevocable rights, and it imposes corresponding obli- "gations. It in no wise alters the case that the rights and privileges con- "ferred, and the duties thus imposed, are so conferred and imposed under "a general law, in virtue of the provisions of which persons may associate "or incorporate themselves. They still hold under an act of the legislature, "which lies at the foundation of all their proceedings, and is essential to "give them force and vitality."

It follows, then, that the acceptance by the company of the rights and immunities conferred, and by the exercise of the powers granted, in locating and constructing its road, imposed the obligation to operate its road.

The acceptance and enjoyment by the company of the rights and immunities conferred and the exercise by it of the powers of sovereignty delegated to it by the State to compulsorily locate and construct its road by condemnation of private property for the right of way, and for other purposes obligates the company to operate its road as constructed. This is but the contract as between the public and itself, as found in its charter and the laws of the State into which it voluntarily entered.

The consideration for the grant of powers by the State is that the object and purposes of the corporation, although for private gain, are of public necessity. In *Stewart v. Board of Supervisors of Polk County*, 30 Iowa, page 20, our Supreme Court held "that the exercise of the right of eminent do- "main in behalf of railroads, canals, turnpikes, plank roads, bridges, mills, "and the like, is upon the principle that, being of public utility, although for "private profit, "they are for public use within the meaning of the consti- "tution."

In this connection it is profitable to notice the marked distinction which the courts have ever made "between charters granted by legislative power, "which exact no public duties, and those under which the public acquires "such rights that it can compel the corporation to respect them." It is also important to notice the grounds on which this distinction is based. In *The State ex rel. Townsend, etc., v. McIvers et al.*, Withrow Am. Corp. cases, volume 4, page 161, on this point is found the following: "A marked dis- "tinction has always been observed between companies chartered as trading "associations, or scientific societies, or others of that character, aiming only "at objects of their own, and not contemplating any benefit to the public, or "taking upon themselves any public government or responsibility, which "are exclusively private, and those where, although the inducement to their "creation is individual gain, yet the interests of the community are so insep- "arably connected with them that what affects the one will be sensibly felt "by the other. * * * According to the authorities of this country,

"the respondents may properly claim to be the official agents of a private "corporation. This proposition, however, affords them no exemption from "the liabilities which attach by reason of the great purposes of State, which, "doubtless to no small extent, induced the grant under which the company "enjoys the large immunities conferred upon it. Such has been the rapid "increase of railroad companies, with the extended and exclusive privileges "which they enjoy, that the material interests of the country are, to no small "degree, influenced and controlled by them. The great facility which they "afford for the transportation not only of passengers but of freights, has "prevented all rivalry by other means and given them almost a monopoly "of the whole carrying trade. If the State, through the courts, has no power "over them by a short and speedy remedy, the injury they may inflict, not "only on private, but on public interest, might be so prejudical and detri-"mental, as to counterbalance all the benefits derived from their establish-"ment. From the number and magnitude of their capital and operations "without the means of an adequate check on their encroachments on private "rights, they might indeed become a power which the State itself might "have cause to fear."

There is entire harmony among the authorities upon the proposition that where a clear right to the performance of a corporate act exists, the law furnishes a remedy for its enforcement. The Central Railroad having been located and constructed under the authority conferred by the charter of the Central Railroad Company of Iowa, and in consideration of the powers and immunities therein granted, it became and was the duty of said company to operate said road "for the uses and purposes, and to the extent contemplated "by it and the public, as defined in its charter." Hence the obligation of the company to the public to operate said line of road so far as constructed, as a continuous line. The operation of the road, so far as constructed, as a continuous line, for all the necessities of travel and traffic to and from Northwood, according to the usual and reasonable methods of operating like railroads, is the agreed consideration between the company and the public. Nothing less than this complies with the terms of the charter contract between the corporation and the public. The Supreme Court of the United States, discussing this question in *Brown v. The Railroad Company*, 17 Wall., 445, say: "Having, therefore, constructed its road as it was authorized to do, it "will be held to a faithful compliance with all the terms accompanying the "grant by which it was enabled to procure a pecuniary advangage." In *The People v. The Albany & Vermont Railroad Company, supra*, held that "A "railroad corporation which has completed its road between the termini "mentioned in its charter or articles, forfeits its franchise by abandoning or "ceasing to operate a part of its route. It seems that the corporation owes "a duty to the public to exercise the franchise granted to it and that it "cannot abandon a portion of its road and incur a forfeiture at its mere "pleasure."

In *The State v. The Hartford & New Haven Railroad Company*, 29 Conn., 538, the question of whether a railroad company could be compelled by *man-*

damus to operate its entire line was before the court. The defendant was chartered to construct and operate a railroad from Hartford to the navigable waters of New Haven harbor. A steamboat company was afterwards chartered to run in connection with defendant to New York, making a route. Defendant operated its road for several years, and then constructed a track diverging from the original track at a point a mile and a half from its terminus at tide water, and running to the station of the New York & New Haven Railroad Company, in the city of New Haven, and discontinued the running of passenger trains to the original terminus at tide water. This change inconvenienced travelers who wished to pass by steamboat route to New York, of whom there were many. The court held that *mandamus* ought to issue to compel the railroad company to run passenger trains to the original terminus, and closed the opinion with the following language: "We forbear going into other questions raised on the trial, or commenting "on the authorities cited by counsel. We think it unnecessary, and prefer "to place our decision upon the simple ground of the corporate duty of the "respondent. All judges and jurists will at once agree that chartered com-"panies are obliged fairly and fully to carry out the objects for which they "are created, and that they can by *mandamus* be compelled to do so, and it "will not be questioned that in the case of public highways, whether turn-"pikes or railroads, they are bound to keep them fit for use, and in the case "of railroads to keep them furnished with suitable cars, engines, and attend-"ants, without which they cannot be used at all. We advise the issue of a "peremptory *mandamus*."

But in this case there is more than the usual consideration arising out of the grants of power and immunities contained in the charter of the constructing company, to obligate it to operate its road so far as constructed as a continuous line.

The Central Railroad Company of Iowa made several special contracts with Worth county, with divers citizens thereof, and with Northwood township, wherein, for a valuable consideration named in the contracts, it stipulated and agreed to construct its line of road from the south line of Worth county to the town of Northwood, in said county.

It would seem sufficient to settle the question of the obligation of the Central Railroad Company to operate its road from Manly Junction to Northwood as a part of its continuous line, to show the existence of these contracts by virtue of which it procured valuable aid in construction of its road, and for which it agreed to construct and operate it to Northwood. It would seem that the acceptance of the tax alone by the corporation is sufficient to support the obligation to operate the road as constructed, and in accordance with the terms of its charter. In *Stewart v. The Board of Supervisors of Polk County, supra*, the court base the constitutionality of chapter 102, of the laws of 1870, providing for voting aid in the construction of railroads upon the proposition that the objects to be promoted by them are public, and in the course of the opinion say that "it has been "abundantly shown that the object for which the right of eminent domain

"is exercised is a public one, for public utility, for public use, within the "meaning of the Constitution; that this right can be exercised in behalf of "these corporations upon no other ground. If, then, the building of a rail-"road is a public object so as to authorize the taking of the private real "property of the citizen—the highest species of property—for a right of way, "is it any less a public object for the purpose of receiving aid through the "medium of taxation to assist in building the road upon such right of way? "The right of eminent domain and the taxing power are both sovereign "powers. * * * If the taxing power cannot be constitutionally "invoked in aid of railroads, neither can the power of eminent domain." If, then, it be true that both the taxing power and the power of eminent domain are exercised in favor of railroads, on the same principle it follows, as a matter of course that the beneficiary of the exercise of these sovereign powers accepts each subject to the same limitations and restrictions. In either case the conditions of acceptance are the same, and like duties and obligations are imposed as an equivalent.

The equivalent is the operation of the road as constructed, as far as constructed, in accordance with the terms of the charter of the corporation accepting such grants of power. This the public would have the legal right to demand: was the road being operated by the Central Railroad Company of Iowa?

This brings us to consider the question of the liability of respondent.

Conceding the respondent company to be an entirely separate and distinct company in every shape, manner, and form from the original Central Railroad Company, and that it paid full value for said railroad property, which we do, and still we think there can be no doubt as to its obligation to operate the Central Railroad as constructed, and as a continuous line. The Central Railroad Company of Iowa was organized for the purpose of building and operating a railroad from the south to the north line of the State, as set forth in its charter articles. It accepted all the powers, rights, and immunities provided by law in such cases. It exercised these powers, etc., in its own behalf in the location and construction of its road. It exercised, under this grant of powers, the right of eminent domain in securing its right of way, and it availed itself of the sovereign right of taxation to aid the construction of its road thereon. "It has been abundantly shown," say our Supreme Court in *Stewart v. Board of Supervisors of Polk County, supra*, that "the object is a public one, for public utility, for public use," and "that "this right can be exercised in behalf of these corporations upon no other grounds." The limitations, restrictions, and conditions imposed upon the corporation accepting these grants of power became a part of the law of its existence, and precludes the idea of its owning its property just as individuals own their private property. In consideration of these grants of power there is a clear right which the courts will promptly enforce to compel a delinquent corporation to operate its road according to the terms of its contract with the public. The Supreme Court of the United States, in the case of *Brown v. The Railroad Company, supra*, in speaking of the obligation

imposed upon a railway corporation by its charter settle this question, as we have already seen, beyond cavil.

The limitations and restrictions thus imposed by the charter of a railway company upon the operation and management of its road are a limitation and restriction upon the private property therein. The charter is a matter of record and as much a notice to the world as the laws of the State. Therefore, the purchaser of a railroad acquires no greater property therein than was owned by the vendor. Purchasers and lessees are charged with notice of the limitations, restrictions, and conditions imposed by the franchise of a railroad company, and of its obligations, under its charter and the laws of the State, to the public. We think this position sound on principle and sustained by the authorities. In *Thomas v. The Railroad Company*, 101 U. S., 83, the court say: "Whereas, a corporation "like a railroad company has granted to it by charter a franchise intended "in large measure to be exercised for public good, the due performance of "those functions being the consideration of the public grant, any contract "which disables the corporation from performing those functions, which "undertakes, without the consent of the State to transfer to others the rights "and powers conferred by the charter, and to relieve the grantees of the "burdens which it imposes, is a violation of the contract with the State, and "is void as against public policy."

In the *York and Maryland Line Railroad Company v. Winans*, 17 Howard, 30, it was claimed, as in this case, that the duties imposed upon the corporation were fulfilled by the construction of the road, and that by alienating its right to use and its powers of control and supervision, it might absolve itself from further responsibility. "This conclusion," say the court, "implies that the duties imposed upon the plaintiff by the charter "are fulfilled by the construction of the road, and that by alienating its "right to use, and its powers of control and supervision, it may avoid "further responsibility." The court then go on to speak of the consequences of such conclusion, and say: "Those acts involve an overturn of the rela-"tions which the charter has arranged between the corporation and the "community. Important franchises were conferred upon the corporation "to enable it to improve facilities for communication and intercourse re-"quired for the public convenience. Corporate management and control "over these were prescribed and corporate responsibility for their insuffi-"ciency provided as a remuneration to the community for the grant. The "corporation can not absolve itself from its obligations without the consent "of the legislature."

In *The Railroad Company v. Brown, supra*, Davis J., delivering the opinion of the court, said: "It is the accepted doctrine in this country that a "railroad corporation cannot escape the performance of any duty or obliga-"tion imposed by its charter or the general laws of the State, by a voluntary "surrender of its road into the hands of lessees."

And our Supreme Court, speaking of this doctrine as presented in the above case say, in the case of *Bower v. The B. & S. W. R. R. Co.*, 42 Iowa,

446, "that there can be no doubt" as to the proposition we quote being the law, "unless it be, as is urged that the provisions of the Code, Secs. 1278 and "1307, making lessees of railroads liable to the same extent as the corpora-"tion, inaugurate a different rule. It will be readily seen, however, that the "remedy against lessees is cumulative only. The liability against the cor-"poration exists in full force and vigor, without any statutory aid whatever."

In *Black v. The D. and R. Canal Company*, 22 N. J., 130, Chancellor Zabriskie says: "It may be considered as settled that a corporation cannot "lease or alien any franchise or any property necessary to perform its obli-"gations and duty to the public."

If the authorities we have here cited and quoted be law, and about that there can be no doubt, then it is clearly the duty of the Central Iowa Railway Company to operate the road constructed by the Central Railroad Company of Iowa, as a continuous line, unless it be, as is urged by respondent, that the provisions of section 1300 of the Code, authorizing a railroad company to sell or lease its road, inaugurate a different rule.

It will be readily seen, however, by an examination of this section, that the construction of it contended for by respondent is unwarranted. The original purpose of this section was, as we view it, to authorize a railway company to sell or lease its road, or to make joint running arrangement with any connecting road. "Without this the directors might not have such "power, or, it might be questionable whether they possessed it." The liability of the vendor or lessor was in no manner touched. They were liable "without any statutory aid whatever," and section 1300 left their liability just as it found it. The remedy given in this section against lessees is merely cumulative. Section 1300, as it appears in the Code, and as it now stands, is in lieu of section 4, chapter 86, laws of 1864, which was, as originally enacted, and as it stood until amended by section 1300, as follows: "Section 4. The board of directors of any railroad company shall have "power to authorize contracts of lease or joint running arrangements with "any connecting road for the operation of such connection upon such reas-"onable and just terms as may be agreed upon by the parties, and the party "thus leasing or operating the railroad of another company, shall, in all "respects be liable to the public for their acts or negligence in the same "manner as though the road belonged to them."

Section 1300, which is relied upon by respondent as giving the legislative consent, is as follows:

"Section 1300. Any such corporation may sell or lease its railway property "and franchises to, or make joint running arrangements with any corpo-"ration owning or operating any connecting railway, and the corporation "operating the railway of another, shall, in all respects, be liable in the same "manner and to the same extent as though such railway belonged to it, "subject to the laws of this State."

It will be observed that the only material difference in the two sections is that authority to sell, as well as lease, is given in the subsequent or amended

section, the liability of the "corporation operating the railway of another" being substantially the same in both.

Authority to sell not being given in the first section enacted while authority to lease was, authority to sell was rendered more questionable than prior to said enactment. This gives at once the reason for the amendment to the original section and the full significance thereof. The first section above quoted has been construed by our Supreme Court, and we think the construction not only sound but as applicable to section 1300 as to the one they were considering.

In *Treadway v. The C. & N. W. R'y Co.*, 21 Iowa, 351, in speaking of the legislative intent as found in section four (the original enactment) Dillon, J., delivering the opinion of the court, said: "As we view "it the primary object of this section was to authorize the directory of an "Iowa railroad company to lease their road to or make joint running ar-"rangement with any connecting road. Without this, the directors might "not have such power, or it might be questionable whether they would pos-"sess it." As incident to this extension of corporate power, and in consideration thereof, lessees were made liable to the *public* in all respects, in the same manner and to the same extent as though the railway belonged to them, subject to the laws of the State. There was no change or diminution of corporate charter duty or obligation as to vendor or lessor. There was an expansion of corporate power, and the consideration for the grant was the liability of purchasers and lessees. And all this expansion of corporate power and extension of corporate liability, "subject to the laws of the State." So, from the history of this simple section, and the judicial interpretation given it by our Supreme Court, it is most evident that it does not constitute a "consent of the legislature" to a corporation "to overturn the "relations which have been arranged between the corporation and the community." On the contrary, a new party is admitted to the "relations which "the charter has arranged" between the selling or leasing corporation and the community on the condition that it will not only not overturn those relations, but will see to it that they are fully maintained. *Campbell v. M. & C. R. R. Co.*, 22 Ohio R., 168, was a case somewhat similar in its facts to the one we are here considering. The respondent in that case, as in this, had acquired a portion of road constructed by another company under another charter; it bought it of a receiver under order of the court duly made in an action in court; and insisted that under the laws of Ohio it was entitled to operate the portion of the road thus acquired under and according to the terms of its own charter, and free from the provisions and conditions of the charter under which said road so acquired was constructed. The statute, the subject of construction in the case, certainly contained as broad a grant of power with less restriction and condition attached than section 1300. It provided as follows: "That any railroad company organized in pursuance "of law may lease or purchase any part or all of any railroad constructed "by any other railroad company, if such company's lines are continuous or connected."

The court held that the State could only confer right of eminent domain upon a railroad company upon the ground that when constructed its road should become a public highway, and said that "we have no doubt as to the "right of the public to use the road upon the terms secured by the charter "so long as it remains a public highway, unless the legislature shall clearly "declare its intention to the contrary."

The court went on to show that the legislature, under the statute, did not intend that the purchased road should be operated under the charter of the purchasing company, but that the duties and obligations of the purchasing company in its conduct of the purchased road, were to be found in the charter of the constructing company, and in this connection said: "If "it be that the restrictions imposed by the charter of a railroad company "* * * is a limitation upon the private property therein, then "it is quite clear that by a sale of the road, no greater rights therein can "pass to the vendee than were owned by the vendor."

If, then, the authorities we have cited with reference to respondent's liability to the public, be the law, respondent is liable, in all respects, in the same manner and to the same extent in its operation of said road as would be the original Central Railroad Company of Iowa was it still in the management of said road. But there is another sufficient reason, as we view it, why respondent is legally bound to operate said road as constructed, so far as constructed, and subject to all the obligations and burdens imposed by the charter and statutory contracts of the constructing company. Its charter obligates it to do so. The Central Iowa Railway Company was organized May 15, 1879, under the general laws of this State.

Article I provides that the company "shall be entitled to all the privileges, "exemptions, and benefits of like corporations, and shall have all the pow-"ers, rights, and franchises now or hereafter authorized by the laws of Iowa "relative to railroad, transportation, telegraph, and warehouse companies."

Article II declares "the object of this corporation shall be to acquire, con-"struct, equip, maintain, and operate a railway from the north to the south "line of the State of Iowa, embracing the present road and property, both real "and personal, of the Central Railroad Company of Iowa, subject to the first "mortgage," etc. In consideration of the powers, rights, immunities, etc., enumerated in Art. I, the corporation must do and perform all the acts enumerated in Art. II. Such is the contract as found in the charter and the laws of the State.

The authorities, as we have already seen, sustain this proposition.

It is clear, then, that respondent is legally obligated to operate the Central Railroad as a continuous line between its points of *termini*, in accordance with the terms of its own charter.

But, says respondent, we have rented that portion of our road between Manly Junction and Northwood, and cannot, therefore, operate it.

This brings us to the consideration of the power of respondent to execute such a lease, and we unhesitatingly declare that it has no such power. Respondent cannot lawfully convey to an other corporation the right to the

exclusive use of a portion of its road. The statute only provides for leasing the road.

The statute contemplates such a sale or lease as will put vendee or lessee, as the case may be, in a position to carry out fully the objects of the charter under which the road was constructed. It is such a sale or lease only that is "subject to the laws of this State." Section 1300, which is relied upon by respondent as authority, has already been considered. We do not think it gives such authority. It is incumbent on respondent to operate the road as a continuous line according to the usual methods of operating like roads, and any contract it makes which precludes it from the performance of such duties is beyond the scope of its power and void. The abandonment of trains on the road in question between Manly Junction and Northwood is a practical abandonment of that portion of the road, and is in violation of its charter duties and contrary to law.

We decide, therefore, that respondent is under legal obligation to "equip, "maintain, and operate" that portion of its road between Manly Junction and Northwood, and to so equip, maintain, and operate it as a part of and in connection with its entire and continuous line between its points of *termini*, as provided in the charter under which said road was constructed, as well as in accordance with its own charter articles and the laws of the State, and that a failure of respondent to so equip, maintain, and operate said portion of road, and its entire road, is a violation of its charter duties and obligations and contrary to law.

The Commissioners, therefore, recommend that the Central Iowa Railway Company, respondent herein, resume the operation of that portion of its road between Manly Junction and Northwood, in accordance with this decision, and that it do so within a reasonable time.

Des Moines, Iowa, February 15, 1883.

C. A. HORNADAY, UNIONVILLE, IOWA, *Complainant*,
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, *Respondent*.
} *Damages.*

Filed, April 14, 1882.

UNIONVILLE, IOWA, April 8, 1882.

To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—In January, 1880, I had two car loads of lumber shipped from Muscatine on the Chicago, Rock Island & Pacific Railway. The cars were billed for Udell spur or switch, five miles west of Unionville, and when the train came through Unionville, the conductor had the cars left there and the station master would not have them moved. I paid the freight on the cars from Muscatine to Udell Switch, and had to haul the two car loads from Unionville to the switch at a cost of $25.

I wish to call your attention to this for its nothing but swindling. Can you do anything for me? If you can I will take it as a favor.

C. A. HORNADAY.

DECISION OF THE COMMISSIONERS.

In the matter of the complaint of C. A. Hornaday, against the Chicago, Rock Island & Pacific Railway Company, the Board find that the shipping order of Messrs. Musser & Co., under date of January 25, 1880, for the two cars of lumber, number 1851 and 215, were billed to Mrs. Hornaday, Udell Spur, Iowa, *via* Unionville, Iowa. The way-bills were from Muscatine to Unionville, the rate, 26,000 pounds, 12½ cents, $32.50 each. Mr. Warfield, the station agent of the company, states that Udell Spur was not a billing station, there being no freight agent there, and the freight charges unpaid he billed the cars as usual to the nearest station. The president of the Railway Company states that Udell Spur is a plug switch o · siding, connected at only one end, and was put in solely for the convenience of operating the road, as freight trains bound east were often obliged to take part of their trains to this siding and return for the balance.

It is situated four and one half miles west of Unionville, and two miles east of Sharon. The company have never regarded it as a station, have no agent, no rates, and have not way-billed to or from it.

Complainant must be mistaken in his statement of April 17th, when he asserts that the rate to Udell Spur was $32.50, which is the rate to Unionville. The President admits that the division superintendent has, at the particular request of farmers living near the switch, left cars there to be loaded, charging for them Unionville rates, but if this is to be construed into discrimination or cause for complaint, will see that in future no cars are left there for the purpose. The grades from Udell Spur being favorable the officers of the road had been disposed to accommodate parties living in the vicinity who were desirous of shipping east.

Under the circumstances the Commissioners are of the opinion that the complainant has no cause for complaint, or claim against the Chicago, Rock Island & Pacific Railway for damages.

Des Moines, May 12, 1882.

OTTUMWA IRON WORKS, OTTUMWA, IOWA, *Complainant,* vs. CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, *Respondent.*	*Application for special rates.*

Filed, April 14, 1882.

OTTUMWA, IOWA, April 13, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners:*

DEAR SIR—Enclosed we hand you reply just received to our application

for rates. We suppose this is every way right and just as it should be. If you have any suggestions we should be glad to hear from you.

Yours truly,

OTTUMWA IRON WORKS.
By J. T. HACKWORTH.

OFFICE OF THE GENERAL FREIGHT AGENT OF
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY CO.
CHICAGO, April 12, 1882.

OTTUMWA IRON WORKS, *Ottumwa, Iowa:*

GENTLEMEN—Replying to yours of 11th for rates on coke, iron, etc., Chicago to Ottumwa, would say that we are not taking freight to Ottumwa from Chicago proper, having abandoned that territory to the Wabash and Chicago, Burlington & Quincy Railroads.

Yours truly,
W. M. SAGE, *General Freight Agent.*

CHICAGO, April 24, 1882.

MR. E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Replying to your favor of the 14th inst., I cannot learn that our freight agents have refused to take freight from Chicago to Ottumwa, or *vice versa*, except in one or two instances where instructions have been misunderstood, but we have refused to name special or reduced rates between the above named points, being well assured that such action would tend to a demoralization of rates at many other points. Our line from Ottumwa to Chicago is twenty-five miles longer *via* Eldon, and fifty-two miles *via* Oskaloosa than the road *via* Burlington, and we have not worked for freight at rates that will afford us no profit. But I will guarantee any shipper can forward by the C., R. I. & P. R'y at the tariff rates as published from time to time by the general freight agent. I inclose copy of a letter from that officer, giving rates to Ottumwa, and stating how the letter to which you refer came to be written. Respectfully yours,

HUGH RIDDLE, *President.*

CHICAGO, April 22, 1882.

HUGH RIDDLE, ESQ., *President, Chicago:*

DEAR SIR—Herewith I beg to return Mr. Secretary Morgan's letter of April 14th.

During my absence I find a letter was addressed to me by the Ottumwa Iron Works, asking for rates from Chicago to Ottumwa on coal, bar-iron, pig-lead, etc. It was replied to in my name by a clerk who had but recently come into my office, and the reply made by him was not in accordance with our policy. Our published rates, Chicago to Ottumwa are: First class, 75 cents; second class, 65 cents; third class, 55 cents; fourth class, 40 cents. Class A, 35½ cents; class B, 30½ cents; class C, 27½ cents; class D, 25 cents.

The C., B. & Q., being a shorter and more direct route quote: First class, 70 cents; second class, 60 cents; third class, 50 cents, and fourth class, 29 cents. Class A, 34 cents; class B, 29 cents; class C, 24 cents; class D, 24 cents.

This virtually has heretofore given the C., B. & Q. and Wabash the business. Our rates to Ottumwa, however, are no higher than we charge to the station nine miles further west. I regret that my clerk, through inexperience, worded the letter in such a manner as would lead our patrons to infer that we refused the business. We do not refuse the business, but we claim tariff rates, and I have written to the Ottumwa Iron Works explaining the mistake in my letter of April 12th.

Trusting this explanation will be satisfactory to Mr. Morgan, I remain yours truly,

W. M. SAGE, *General Freight Agent.*

DES MOINES, IOWA, April 26, 1882.

OTTUMWA IRON WORKS, *Ottumwa, Iowa:*

GENTLEMEN—Referring again to your letter of 13th, in relation to your application for rates on freight over the Chicago, Rock Island & Pacific Railway, the president of the road states that his company never has refused freight from Ottumwa to Chicago; that his line is twenty-five miles longer than the Chicago, Burlington & Quincy Railroad, and giving Ottumwa the same relative rates that he does the other stations on his line, brings his figures slightly greater than those of the other lines.

This the Commissioners suppose the company has a right to do, if the officers think that reducing the rates to that of the shorter lines affords no profit on the business. The president says that the company has always been ready to carry freight at the published tariff rates.

By order of the Board.

E. G. MORGAN, *Secretary.*

ALBERT ROSA, WAUKON, IOWA, *Complainant,*
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent.* } *Discrimination.*

Filed May 2, 1882.

WAUKON, IOWA, May 1, 1882.

Railroad Commisssoners, Des Moines, Iowa:

GENTLEMEN—As a corn shipper from this point to Chicago, I feel grieved by reason of the discrimination in railroad tariff from my competing towns, as follows: Waukon to Chicago, twenty-one cents per 100 pounds; New Albin, seventeen cents per 100 pounds; Lansing, sixteen and one-half cents per 100 pounds. I have positive testimony from reliable men. I make this as a complaint against the Chicago, Milwaukee & St. Paul Railway Company, and would like to have you come and get the evidence as the duties of your office requires. I have shipped forty broad guage cars shelled corn since February 10th, and expect to ship sixty more before season is over. Two and a half cents per bushel is quite an item on sixty cars. Please write me at your earliest convenience, and I will expect you gentlemen to do your duty without delay. Yours truly,

ALBERT ROSA.

DECISION OF THE COMMISSIONERS.

The Chicago, Milwaukee & St. Paul Railway Company report to us that their rates from "Waukon to Chicago are 26 cents per 100 pounds; New "Albin to Chicago 22 cents per 100 pounds; Lansing to Chicago 22 cents "per 100 pounds; but in order to encourage the movement of coarse grains "they have made a concession of 5 cents per 100 pounds from the above "rates, applicable to all shipments of corn made, as follows: From Waukon "21 cents; New Albin 17; Lansing 17; these rates are in the interest of all "shippers at the points named." From this we understand that all shippers

at each of the three points are treated alike, and that the complaint is for discrimination between localities.

As we understand it New Albin is five miles further from, and Lansing five miles nearer to Chicago than Waukon; that they are both on the main line of what is known as the river road, and at these points the road competes with the Mississippi River for the carriage of grain. Waukon is on a narrow-gauge branch of the road twenty-three miles long, on which there is very little local business, and where the grades are very heavy, the elevation of the town being six hundred feet above the grade at the junction, some of the gradients being more than one hundred feet to the mile. The main line from Waukon Junction north, being very favorable in the line of gradients for the transportation of freight. It is true that the grades are with the freight in this case, but the haulage of cars for the grain up this elevation represents a very considerable expenditure of power.

The Board are of the opinion that, considering the situation, the branch, the grades, and the cost of break of bulk and transfer, that a difference of four cents per 100 pounds is not unjust discrimination; that the actual cost would probably be that much greater than from the more favored points mentioned.

Des Moines, Iowa, May 11, 1882.

WAUKON, IOWA, May 22, 1882.

Railroad Commissioners:

GENTLEMEN—Your decision in the case of A. Rosa against the C., M. & St. P. R'y, on discrimination, came duly to hand, and I would say in reply, I feel there has been a great injustice rendered against myself and Waukon. You speak in your decision of "competing with the Mississippi "River, and 600 feet of grade from the Junction to Waukon, and but little "local trade." I will say, in the first place, that Waukon has more railroad business than any other town in northeastern Iowa: viz., 300 cars hogs in a year; 275 cars corn; 175 oats, wheat, merchandise, agricultural implements, and everything in proportion. The cost of transfer on a bushel of corn is not ¼ cent per bushel. I do not understand the law and duties of your office—has the Mississippi River or grades to be taken into consideration? The question is, do they charge more from one point on their road than from another? The same distance is traveled to Chicago. Any rational mind ought to know that from 2½ to 3 cents per bushel is discrimination. It is not only destructive and ruinous to Waukon, but to all of its immediate vicinity. I cannot but think that a higher tribunal than your body will alleviate the suffering from this great evil. If your body will not do anything to remove this discrimination, I shall make a lengthy argument and put your decision in some of the leading papers in Iowa and show up to the people what a great nuisance and farce the creation of that body called "Commissioners" is. Why, sir, to show you the injustice of the railroad company, after shipping 45 cars of corn to Chicago, I requested of them a trip pass to Chicago and return, expressly to increase my corn business, and they would not give it to me. There are men in this town that never made the railroad company a dollar, and they have annual passes, but I care little for that. I desire the same rates so I can compete with my neighboring towns, and I have asked it of you, and know you have the power to grant it; and then you say to me in your decision, "we do not think four cents per "100 pounds is discrimination." I am of the opionin that the citizens of this community will raise $5,000 to test this matter in our tribunals.

I hope you will do me the courtesy to answer this soon, so I shall know in the near future what course the citizens will pursue in the matter.

Yours truly,

ALBERT ROSA.

DES MOINES, IOWA, May 24, 1882.

ALBERT ROSA, ESQ., *Waukon, Iowa:*

DEAR SIR—Your letter of May 22d received and contents noted. The Commissioners fear that they were not explicit enough in their decision to enable you to fully get their meaning.

That part of the river road between Waukon Junction and Lansing and New Albin is part of a through line of road from Minneapolis and St. Paul to Chicago, and also to St. Louis. The business of these two towns is assisted in paying cost of operation and interest on cost on that part of the main line by a percentage of the through business both ways. The road from Waukon Junction to Waukon gets almost its entire business from the western terminus, Waukon; the intermediate business being small.

They are pleased to note that the business of this terminus amounts to 750 cars, or an average of 2½ cars per day for 300 days in the year; but large as this business is, there may be some question whether it is sufficient to pay the interest on cost of construction and operating expenses of twenty-three miles of road. As regards the right of Waukon shippers to claim as low rates as are fixed at Lansing or New Albin, on the main line, located at an equal distance from the initial point of the railway in the east, there is a principle, recognized by the State legislature in passing the railroad act of 1874, known as the "Granger Law," that may be considered with interest. Roads were classified according to earnings, and the road earning the least was permitted to charge the most. Where first-class and fourth-class roads come into competition, the fourth-class road was not prohibited from lowering its rates to enable it to compete at points of conjunction, although at points nearer market than the points where it crossed its more powerful rival, it was by the terms of the law authorized to charge more than for the longer haul from the junction.

Minimum rates have never been established in Iowa. Your main line passing Lansing and New Albin competes with the Mississippi River. If it keeps up its rates it will get no business, as the fourth-class road would have got none when it crossed the first-class road if it had kept up its rates to the legal limit. The lowering of the rates at Lansing and New Albin affects your business at Waukon. The Board can help you in one of two ways, provided their jurisdiction in inter-State hauls is recognized. They can ask the lowering of the rate at Waukon if they are able to show that it is too much for the service, or they can ask the raising of the rate at Lansing and New Albin, which, were it conceded, would bring into prominence a troop of new grievances worse than this one.

Their decision was that the rate was not too high from Waukon, all things considered.

If the conditions were alike at Waukon, Lansing, and New Albin, the Commissioners would insist on like rates for similar shipments. The complaint that a through line in competition with water transportation gives lower rates than you get, is kindred to complaints everywhere on our continent and beyond it. In early days of railroading, the question relative to rates was whether they were below the wagon; later it was, what will the product bear?

The Commissioners inquire into the cost of the service, and in your case think the cost is less on the main line. Had they power to prevent the lowering of rates, they would do injustice to New Albin and Lansing should they try to prevent those points from getting transportation as low as the carrier thinks it can be done for. You say, "I do not understand that the "duties of your office has 'Mississippi River' or 'grades' to be taken into "account." "The question is, do they charge more from one point on their "road than from another, the same distance from Chicago?" This is not quite the question, but it is, do they charge more from a point on a branch road than from a point on the main line, the distance being about the same, but other conditions not the same. We think we should consider every factor bearing upon transportation, and in trying to eliminate one evil take care not to call two into existence. If they deny the competition of the main line with the Mississippi River, they refuse it a business that brings money into the general treasury of the company and justifies it in higher general charges to all points. If they decline to consider "grades," they get away from the cost of the service, and abandon a principle that is their only basis of reasoning.

The Commissioners would be pleased to have the question of discrimination in your case reviewed by the courts and also before the broader tribunal of public opinion—through the press, as you suggest. There is much to be learned on this subject, and a full and complete discussion cannot fail to be of value to the people of the State.

By order of the Board,

E. G. MORGAN, *Secretary.*

N. B. MOORE, CLARINDA, IOWA, *Complainant,* vs. CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent.*	*Failure to comply with section 1288, Code of 1873.*

Filed, May 5, 1882.

CLARINDA, IOWA, April 18, 1882.

HON. A. R. ANDERSON:

DEAR SIR—I desire to call the attention of the Railroad Commissioners to a matter, hoping through them to get the question settled. The Nodaway Valley branch of the Chicago, Burlington & Quincy Railroad, running south

from Clarinda, crosses a public highway running east and west on the line dividing section 18, in township 67, range 36 west, Page county. When the railroad was built this highway had not been established; but since the construction of the railroad the highway has been established and opened. The railroad company refuses to put in a crossing and cattle-guards. The road is a very important one to a large section of the country; it crosses the Nodaway, which has been well bridged. There is no way to cross except on this bridge, except by going south three or north four miles. The crossing is one mile west of Morsman, and a large amount of travel so far, by sufferance of myself and Mr. Henry Kunkel, who owned the land through which both the highway and the railroad runs, the travel has gone through our farms, with opening and closing of gates. This has been suffered now for two years, and we cannot afford to watch gates, etc.

I do not believe that the position of the railroad is well taken, that, as the highway has been established since the railroad was constructed, they are under no obligations, etc.

I think if you will call their attention to the matter they will build it. If they will not, and the roadmaster has the crossing and cattle guards built can the cost be recovered? Please let me hear from you.

Yours truly,

N. B. MOORE.

P. S. I write at the instance of road supervisor, township trustees, and for myself. N. B. M.

[A copy of this complaint was sent to Thos. J. Potter, general manager Chicago, Burlington & Quincy Raiload Company, on May 5th, who replied that he would have the matter investigated immediately.]

CHICAGO, May 13, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Referring to yours of the 5th inst., with copy of communication from N. B. Moore, of Clarinda, Iowa, about a crossing being established on our Nodaway Valley Branch, in Sec. 18, Tp. 67, R. 36 west, will say: Our superintendent of the Iowa Division reports that the matter has been under investigation, and says he finds the crossing was located some time ago but never opened. He has now given directions to have the crossing put in as early as possible.

Yours, truly.

T. J. POTTER, *3d V. P. and Gen. Man.*

[May 16th the substance of Mr. Potter's letter was sent to Mr. Moore at Clarinda, and on July 19th the Secretary again wrote to Mr. Moore asking if the crossing was put in, and on July 22d Mr. Moore sent the following reply:]

CLARINDA, IOWA, July 22, 1882.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Your favor of the 19th received, making inquiry whether crossing in 18, 67, 36, had been put in. It has not. The road hauled some dirt and unloaded, but have not placed it. There is also a large ditch on each side of the road, made by the road in throwing up dirt for the track, that cannot be crossed. When the railroad was constructed a cattle-guard was made; this is in the highway in the center of it, and the earth unloaded filled this up so that my pastures are thrown open, and I am powerless to remedy it, and it is compelling me to herd my cattle in my own pasture; that is there are no cattle-guards and the stock can go into the highway at any time, unless I guard the gap—100 feet wide. I could build the fence but

I cannot fence the track. The parties on the other side are suffering the same inconvenience. I am now at an expense of a man to herd, by reason of it. I trust you will understand the situation. The highway is on the line and takes thirty feet each side. When the railroad was built, all that was necessary was the cattle guard which they put in. The opening of the highway rendered two guards necessary. They have not built these guards and one they have filled up, so I cannot remedy the fencing in any way.

Yours truly,

N. B. MOORE.

[On July 25th a copy of the preceding letter of Mr. Moore, was sent to General Manager Potter, asking why the matter had not been attended to. August 7th Mr. Potter wrote the Board that he was at first mistaken about the crossing, but that the crossing had now been changed as Mr. Moore desired, and that the latter had expressed his approval of the same. On August 12th, Mr. Moore wrote the Secretary that the matter was now satisfactorily arranged, which closed the case.]

MICHAEL HAYES, WASHINGTON, IOWA, *Complainant*,
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, *Respondent*.
} *Discrimination.*

Filed, May 8, 1882.

WASHINGTON, IOWA, May 5, 1882.

To the Hon. Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I am the owner of a warehouse in this city and was engaged in buying and shipping grain, and doing a general forwarding business. There were then, and are now, two other establishments shipping grain from this city. The Chicago, Rock Island & Pacific Railway Company being the only company that own a road here refused to let me have cars to ship grain in, and, also, refuse to let any cars be loaded at my house by other parties, thus discriminating against myself and patrons, and in favor of the other shippers. No cause has ever been assigned why I should not load cars at my house, except that when cars were loading or standing in front of my house they were in the way of the other two houses that were in the rear of those at my place. I have suffered a severe loss of money as well as having my business destroyed and my house standing idle, by the injustice of the railroad company. Can you suggest or point out a remedy for me?

Yours truly,

MICHAEL HAYES.

DES MOINES, IOWA, May 10, 1882.

MICHAEL HAYES, ESQ., *Washington, Iowa:*

DEAR SIR—I am in receipt of your favor of the 5th, complaining that the C., R. I. & P. R'y Co., have discriminated against you by refusing to furnish you cars for shipping grain, and also in permitting cars to be loaded at your house by other parties. A copy of your letter has been sent to the president of the C., R. I. & P. R'y Co., and as soon as his answer is returned the Commissioners will write you.

Very respectfully yours,

E. G. MORGAN, *Secretary.*

DES MOINES, Iowa, May 11, 1882.

HUGH RIDDLE, ESQ., *Pres't C., R. I. & P. R'y Co., Chicago, Illinois:*

DEAR SIR—A complaint, of which the following is a copy, has been received by the Board, and is forwarded to you for examination and such explanation as your company may see fit to offer. [Here was inclosed a copy of Mr. Hayes' complaint.]

Very respectfully yours,

E. G. MORGAN, *Secretary.*

CHICAGO, May 19, 1882.

E. G. MORGAN, *Secretary R. R. Commissioners, Des Moines, Iowa:*

DEAR SIR—The inclosed correspondence submitted herewith has reference to complaint of Michael Hayes, sent from your office May 11th. Mr. Harvey has been the agent of this company at Washington for fifteen years or more, and is entirely reliable and truthful.

The building referred to I have seen during the present week It is a rough board shanty-like enclosure black with age and totally unfit for the storage of grain, in short not worth $50, and I confess to some impatience when I think of the valuable time lost in investigating a claim like this, which is not founded on truth or reason.

Respectfully yours,

HUGH RIDDLE, *President.*

WASHINGTON, IOWA, May 16, 1882.

G. F. WALKER, ESQ., *Superintendent:*

DEAR SIR—In reply to your inquiry regarding the subject of the accompanying letter, would say, that Mr. Hayes' "Warehouse" is an old dilapidated board building, which appears to me to be ready to fall down on the slightest provocation. It stands immediately east from Mr. Blair's elevator, and is used at present partly as a carpenter shop and partly as a store-house. Some years ago it was used as a commission store-house, the lessees taking our unclaimed freight in store, and if I recollect aright dealing in grain in a small way. They subsequently gave up the business, it proving to be unprofitable. Since then it has been used occasionally by our regular elevator men as a store-house for grass seed, etc., and also as a carpenter shop. Some years ago some parties, I do not recollect who, desired to rent for the purpose of dealing in grain, and asked if we could furnish cars at the building. On referring the matter to Mr. Kimball, who was at that time superintendent of this division, he said that he did not wish to encourage the building of a lot of small houses which the owners might call elevators, and expect the company to build side-tracks to and furnish cars at them, but preferred that established elevators should do the business, as there was capacity enough among them to handle all the grain offered. I make this statement from memory, and as several years have passed since, I may be at fault verbally, but believe the spirit of it to be correct. Since then there has been no application made for cars to be furnished to do a regular business, but occasionally parties having goods stored there, requested a car put there to load in, and with such request we have invariably complied. Mr. Hayes cannot justly complain of the building standing empty, as he has had several opportunities to rent it to men doing business here and which offers he has refused.

The building is so situated that two cars will barely stand between it and the frog on main track, and on one occasion cars after being loaded were pushed east so as to obstruct it. In conclusion, I would say that Mr. Hayes is one of those men—happily few—who think that railroads are a curse to

the country, and that the world and its inhabitants would be much better without them. Still he seems to want some cars.

I am respectfully yours,

A. HARVEY, *Agent.*

P. S.—Mr. Hayes is a farmer, does not live in town, and has never been engaged in the grain business personally to my knowledge.

A. H.

WASHINGTON, IOWA, May 17, 1882.

G. F. WALKER, ESQ., *Superintendent:*

DEAR SIR—Since writing you yesterday relative to Mr. Hayes's warehouse, it has been recalled to my memory that on the occasion of Mr. Kimball's conversation referred to in my letter, he offered to furnish cars at the building, if they would move it fifty feet further west or pay the expense of extending the track further east, so as to make it safe in placing cars there.

Respectfully yours,

A. HARVEY, *Agent.*

TRENTON, May 17, 1882.

A. HARVEY, *Agent, Washington, Iowa:*

DEAR SIR—Your letter herewith is full, interesting, and doubtless true, still I am compelled to ask, has Mr. Hayes, having grain in his building to ship, asked for cars and been refused?

Yours truly,

GEO. F. WALKER.

WASHINGTON, IOWA, May 17, 1882.

GEO. F. WALKER, ESQ., *Superintendent:*

DEAR SIR—No, sir! there is no grain in his building now, nor has there been for years, that I am aware of; and at any time that there was grain in it for shipment we have furnished cars for its shipment. This matter has been stirred up by Mr. Frank Martin, who is a son-in-law of Mr. Hayes, and lately a section foreman for this company. He proposes, I understand, using the warehouse and dealing in grain, etc., in a small way, provided he can be assured of being supplied with cars at the building when he wants them, and has taken this means to attain his ends. He has made no request from me, or in fact has he spoken to me at all in relation to the matter. I learn the above from other parties.

I am respectfully yours,

A. HARVEY, *Agent.*

DES MOINES, IOWA, May 24, 1882.

MICHAEL HAYES, ESQ., *Washington, Iowa:*

DEAR SIR—The Commissioners understand you to assert in your complaint that, having grain in your building to ship, you have asked the Chicago, Rock Island & Pacific Railway Company for cars to ship it in, and have been refused.

The company denies this point blank, and positively, and further say that "there is no grain in your building now, nor has there been for years that "they are aware of, and at any time there was grain in it for shipment, they "have furnished the cars for its shipment."

Please furnish the Board proof, by affidavit or otherwise, of the truth of your statement, and fortify your position thoroughly, as the Board will give the company an opportunity to rebut your evidence.

By order of the Board,

E. G. MORGAN, *Secretary.*

WASHINGTON, IOWA, May 26, 1882.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Yours of 24th inst. received. Will forward to you evidence in detail soon as I can do so,—the wet weather prevents my getting around.

Yours truly,

M. HAYES.

WASHINGTON, IOWA, May 29, 1882.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Mr. M. Hayes has just handed me your reply of the 24th inst. to his letter of the 5th inst., and he requests us to write you the facts which he can establish by proof against the Chicago, Rock Island & Pacific Railway Company.

That he owns a warehouse and grain-house along the track of the railroad, and has owned it for seventeen years. That up to about 1871, shipments were made from his house on that road, the company furnishing cars at the platform of the house for that purpose; that since that time (1871) the company has refused to furnish cars at the house for the purpose of shipping therefrom, though their track runs alongside the same to the other grain-houses. That it is true there is no grain in the house and has not been for some years, for the reason that the company refused to furnish cars to ship the same with, and he was compelled to shut up the house, as it was not so that it could be used for other purposes; that he and others to whom he has at times rented the house have applied for cars at different times, but have been refused. That some time in 1880 he made arrangements with S. M. Lewis to occupy the house as a grain and warehouse, and he (Lewis) applied for cars at that time, and was refused, and he was obliged to abandon the house and throw up the lease. That he has had repeated opportunities to lease the house, and could have done so on favorable terms from 1871, but when it was learned no cars could be had at the house the parties declined to take it. That there has been no grain or goods in the house because no shipments could be made from it. The railroad track runs by the house to the other grain-houses and near enough to ship from the platform of the house. The company has claimed that the switch thus running by his house belonged to the proprietor of the other house, but it runs on the company's right of way.

All these matters can be established by proof, and Mr. Hayes wishes to know if under these facts, when proven, you can afford him the relief he has failed to get from the railroad company.

Respectfully yours,

H. & W. SCOFIELD.

DES MOINES, IOWA, May 31, 1882.

MESSRS. H. & W. SCOFIELD, *Washington, Iowa:*

Your letter of the 29th, in reference to Mr. Hayes's complaint with regard to warehouse on the side track at Washington, is received. From the tenor of your letter the Commissioners infer that no grain has been offered the

railway company for shipment from this warehouse since 1871. The company emphatically deny that they have ever refused to furnish cars to the owner or occupant of the warehouse when solicited for the purpose of loading grain in them.

The Commissioners hesitate to investigate a violation of law that dates back to a period seven years before the passage of the act creating the Board. If Mr. Hayes wishes to test this matter, they would suggest that he put grain in the house and ask for cars, and if refused, the Commissioners will endeavor to have the law complied with.

If the Commissioners are mistaken, and Mr. Lewis did offer the company grain for shipment and was refused cars, please establish this by affidavit or such other proof as you deem best, and they will give the matter immediate attention.

Very respectfully,

E. G. MORGAN, *Secretary.*

[No reply has been received to this letter.—*Sec.*]

S. K. BELLAMY & SONS, KNOXVILLE, IOWA, *Complainants,* vs. VARIOUS RAILWAY LINES. } *Discrimination.*

Filed May 9, 1882.

The following letter on behalf of the Board was written regarding the cut rates that existed during the summer of 1882, at Des Moines. The Board treat the subject more fully in their report to the Governor. [*Secretary.*]

DES MOINES, IOWA, May 12, 1882.

MESSRS. S. K. BELLAMY & SONS, *Knoxville, Iowa:*

Your representations to the Board of Railroad Commissioners that your business as lumber dealers at Knoxville is seriously interfered with by the unusually low rates at Des Moines, are kindred to a class of cases under consideration. You are injured by rates at a competing point so low that you cannot ask the Chicago, Rock Island & Pacific Railway or the Chicago, Burlington & Quincy Railroad that haul for you to compete with them, as the rates you pay are reasonable. The evil in your case could only be prevented by the establishment of minimum rates, a proposition that is vigorously thrusting itself on the attention of all who make a study of transportation.

As we understand the law, congressional action is necessary to regulate the carriage of lumber from points outside of the State to points in Iowa. We do not hesitate, however, to remonstrate with a railroad company that charges too much on inter-State hauls, and are usually successful, but it is

a startling proposition to demand an increase—the only thing that would bring you relief in this case.

The extension of railroads is raising the same questions regarding Iowa merchants that brought about concurrent action among railroad companies east of the lakes. To prevent this very class of annoyances concurrent action through central boards of control have failed in regard to Eastern roads, and it is proposed by those boards to get federal sanction of their agreements.

Your complaint admonishes us that the volume of Iowa business has brought west the evils that affect merchants in the east, calling loudly for the interference both of State and federal power, the one relative to local, the other to inter-State commerce.

This Board will inquire into the condition of the present quarrel that causes the cut rates at Des Moines, injuring your business, and do all in its power to bring relief.

JAMES WILSON,
for the Commissioners.

J. L. BUDD, AMES, IOWA, *Complainant*,
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent*.
} *Railway management.*

Filed May 12, 1882.

AMES, IOWA, May 9, 1882.

HON. JAMES WILSON:

MY DEAR SIR—Permit me to call your attention to a serious question relative to railway management.

Trees are perishable products. Knowing this the companies require freight to be guaranteed and the rates are double first class. If in bundles they are fixed I think still higher, yet they are just as subject to delay as stone or other imperishable products. Annually it gets worse, I sent out very many bundles of valuable experimental trees the current spring. In going to varied points in the State they averaged fourteen days to reach their destination, usually from fifty to one hundred miles. I have now before me a letter from W. J. Newell, of Pattersonville, Sioux county, I shipped him a very valuable collection of trees for experimental orchard, April 11, 1882. The bundle reached him April 29th. He visited the station from his farm a great number of times, and was there when they came in April 29th. I could give a hundred such cases. I find that the officials have no instructions in regard to perishable products, except in the case of stock. Could not a change be made. Yours with respect,

J. L. BUDD.

P. S.—This subject has been discussed in our horticultural societies for years past.

This letter was acknowledged May 12th, and on the same day the following was sent:

MARVIN HUGHITT, ESQ., *General Manager C. & N. W. R'y, Chicago, Ill.:*

DEAR SIR—A communication, of which the following is a copy, has been received at this office, and I am instructed by the Commissioners to forward to you, that you may have the same investigated and report to them the cause of long delay mentioned therein.

By order of the Board,

E. G. MORGAN, *Secretary.*

[With this was enclosed a copy of the complaint.]

CHICAGO, ILL., May 19, 1882.

DEAR SIR—I am to-day in receipt of your letter of the 12th instant, embodying a general complaint of delays in the the transportation of trees and nursery stock, by Mr. J. L. Budd, of Ames, Iowa. His complaint is so general in its character that there is little to investigate with a view to applying a remedy for the fault, if found to exist on our line of road. In the shipment especially referred to, to Patterson, on another line of railroad, I will cause an investigation to be made with the view of locating the detention. We aim to give all freight prompt dispatch, especially if it is of a perishable character.

Very truly,

M. HUGHITT.

MR. E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa.*

CHICAGO, May 29, 1882.

E. G. MORGAN, *Secretary, etc., Des Moines:*

DEAR SIR—We find, on investigation, that the bundle of trees referred to in complaint of J. L. Budd, May 9th, was received by the Chicago & Northwestern Railway Co., on Wednesday, April 12th, and delivered to the Sioux City & Pacific Railroad Company, at Missouri Valley, on the morning of the 15th of April.

Yours truly,

M. HUGHITT.

DES MOINES, IOWA, June 1, 1882.

P. E. HALL, ESQ., *Gen'l Man. S. C. & P. R. R. Co., Cedar Rapids, Iowa:*

DEAR SIR—There is now on file in this office the complaint of J. L. Budd, of Ames, Iowa, stating "that on the 11th of April last, he shipped to W. J. "Newell, of Pattersonville, Sioux Co., Iowa, a valuable collection of orchard "trees; that they reached him April 29th, as Mr. Newell was at the depot "when they came in." He further says that he can give a hundred such cases. General Manager Hughitt, of the C. & N. W. R'y, has caused an investigation of the shipment over his road, and reports that the bundle of trees referred to were received by his company April 12th, and delivered to the S. C. & P. R. R. Co., on the morning of April 15th.

The Commissioners request that you trace them, and report when and to whom you delivered them.

Very respectfully,

E. G. MORGAN, *Secretary.*

CEDAR RAPIDS, IOWA, June 21, 1882.

E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have investigated the matter of the complaint from J. L. Budd, stated in yours of June 1st, in regard to a bundle of fruit trees. So far as our line is concerned the facts are these: The trees were offered to us (but not delivered) on April 15th, 1882. Our company refused to receive these trees because the charges were neither guaranteed nor prepaid—this being the usual practice with our line, and all other railroads as far as I know, in regard to perishable property or property of uncertain value.

On the 19th of April the Chicago & Northwestern Railway guaranteed the charges, and on that day we received the bundle and forwarded it to Sioux City—on the 20th delivered the same to the Milwaukee & St. Paul Railway for transportation to destination.

Very truly yours,

P. E. HALL, *General Manager.*

DES MOINES, IOWA, June 22, 1882.

S. S. MERRILL, ESQ., *General Manager C., M. & St. P. R'y, Milwaukee, Wis.:*

DEAR SIR—There is now on file in this office the complaint of J. L. Budd, of Ames, Iowa, stating "that on the 11th of April last he shipped to W. J. "Newell, of Pattersonville, Sioux Co., Iowa, a valuable collection of orchard "trees; that they reached him April 29th, as Newell was at the depot when "they came in." He further says that he can give a hundred such cases.

The Commissioners have traced the bundle of trees from the C. & N. W. R'y to the S. C. & P. R. R., and from them to your road, and find they were delivered by the S. C. & P. R. R., to your company on the 20th of April at Sioux City, and they arrived at Pattersonville on the 29th, as stated by complainant.

If this is true is it not an unreasonable delay in the shipment of perishable property for which the railways charge double first-class rates? Please examine this case and report.

By order of the Board,

E. G. MORGAN, *Secretary.*

MILWAUKEE, WIS., July 6, 1882.

E. G. MORGAN, ESQ., *Secretary, Des Moines, Iowa:*

DEAR SIR—Yours of the 22d to Mr. Merrill, our general manager, has been referred to me for attention. The matter of J. L. Budd's complaint has been thoroughly investigated. We find that the bundle of trees was forwarded from Sioux City to Pattersonville on the morning of April 21, and that it reached Pattersonville the next day, the 22d, and was there unloaded ready for delivery.

It is customary with all railroad agents to notify consignee of the arrival of freight; though the law does not require us to do this, it is the business of a consignee expecting goods, to be ready to receive them on landing.

There is certainly some mistake about Mr. Newell's statement that the trees did not reach Pattersonville until April 29th, and that he was present when they arrived.

With regard to Mr. Budd's general complaint, I will say that the shipment of trees or nursery stock is always attended with more or less risk of losses

by delay. It is a little singular that shippers who are so well aware of this, do not profit by experience and ship their freight by express.

We do the very best we can in handling small packages of this character. We do not as you well know, undertake to guarantee especially fast time on any commodity. Knowing as well as we do the liability to delay from accidents, we could not afford to undertake to guarantee special deliveries.

It is true that delays sometimes occur, and they are vexatious when they happen to be connected with perishable freight, as much so to us as to the owners of property.

I am very glad that Mr. Budd has given us an opportunity to point out to you in this case at least, just what a great many of these complaints amount to. The carrier has done his whole duty in this particular case, and the fault, if any, rests with Mr. Budd's consignee, so far as the evidence in our possession shows.

It will afford me pleasure to investigate every case of complaint that Mr. Budd has to make, and I hope that in future he will not allow an hundred cases or less, to pass unnoticed, but give us his complaints in the order that they arise. Unless this is done by our patrons we cannot of course, provide proper remedies.

Yours truly,
GEO. OLDS, *General Freight Agent.*

The Commissioners regret that this case failed, the facts not sustaining the complaint, as there are some questions arising in the transportation of trees and similar perishable property, where the rights and duties of the shipper and carrier should be more clearly defined than they seem to be.

MARSHALL & SON, CHARITON, IOWA, *Complainants,*
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent.*
} *Damages.*

Filed, May 25, 1882.

CHARITON, IOWA, May 22, 1882.

To the Honorable Board of Railroad Commissioners of Iowa:

GENTLEMEN—We present the following bill for loss and damage and statement of facts for your consideration, and for such action in the premises as may come within your jurisdiction.

On the 15th of June, 1881, and from that date until the 20th day of July, 1881, we delivered for shipment by refrigerator car to the Chicago, Burlington & Quincy Railroad Company, at Chariton, Iowa, four thousand three hundred and eighty-three (4,383) pounds of creamery butter. Said butter was of best quality in good condition and in good sound packages when delivered. The delivery was made as to time, and in accordance with the advertised time of said company to meet the refrigerator car at Chariton.

These several lots of butter were consigned to Roberts, Call & Company, of Boston, Mass., and in care of the Star Union Line at Chicago. These several lots of butter arrived in Boston in a damaged condition, and from the inclosed copy of a letter from Mr. Chandler, it appears that the damage occurred while the butter was in the care of the Chicago, Burlington & Quincy Railroad Company.

We have further proof that the Chicago, Burlington & Quincy Railroad Company is responsible for said damage, in the fact their refrigorator cars were often from ten to twelve hours behind time at Chariton, and that too, when the temperature was up among the ninety degrees. During these delays our butter set in the depot unprotected for hours, which melted and ruined it before it ever left their depot at Chariton.

Messrs. Roberts, Call & Company informed us that had our butter not been damaged on the road, it would have sold for from twenty-three to twenty-four cents per pound, whereas it sold at from fifteen to twenty cents, and by reason of its having been melted and slopped out of the tubs it shrank in weight 123 pounds. We charge the difference in price and shrinkage up to the railroad company, as follows:

Depreciation on return of sales of 1,712 pounds, at 3 cents	$ 51.36
Depreciation on return of sales of 1,898 pounds, at 8 cents	161.34
Depreciation on return of sales of 650 pounds, at 5 cents	32.50
Shrinkage in weight of 123 pounds, at 23 cents	28.29
Total loss to us	$ 273.99

Which makes two hundred and seventy-three dollars and ninety-nine cents of loss which we ask the Chicago, Burlington & Quincy Railway Company to pay.

In this bill we are simply asking just what our butter would have brought us if not damaged in shipping. The inclosed copy of Chandler's letter is in reply to a demand made on the Star Union Line, by the Chicago, Burlington & Quincy Railroad Company, and a few extracts from letters of Messrs. Roberts, Call & Company.

Very truly yours,
MARSHALL & SON.

[Copy.]

December 5, 1881. "Claim MARSHALL & SON."

E. P. RIPLEY, ESQ., *G. F. A., C., B. & Q. R. R.:*

DEAR SIR—We herewith return papers in claim of Marshall & Son for damages to butter by heat while in transit from Chariton to Chicago, and wish to call your attention to the following facts: In statement of claimant you will find that your refrigerator car which is run for the transportation of this class of property, was delayed in one instance from six to twelve hours, and the property was thereby obliged to lay in your depot at Chariton until the arrival of the car, and at a time when the themometer registered 100 degrees. You will also note that agent Slack's letter of October 12th, states that, "this car was not on number 8, on two or three occasions." The translation of which means that shipments of perishable freight were each time delayed until arrival of car on some other train.

One of these lots arrived in Chicago on July 5th, and as that was a holiday—the 4th coming on Sunday—there was no delivery made until July 6th, and you will note from copies of your expense bills attached, that these shipments with one exception (the shipment referred to was our first and reached Boston in good condition, and is not in our claim. Marshall & Son) were delivered to us in a damaged and heated condition. From the report of the weather bureau we find the temperature on the days in question, was as follows: July 5th, 70 to 92 degrees; July 6th, 66 to 83 degrees; July 16, 71 to 84 degrees; July 18th, 77 to 61 degrees; July 23d, 77 to 76 degrees; July 25th, 79 to 63 degrees.

There was also a rain of over two hours on July 6th, and as the weather was extremely cool for the season of the year, and the transfer wagons provided with covers, there was no possibility of damage during the short haul from your freight house to our depot. As further evidence of this statement we received by the *same trains* and *same loads* shipments of perishable property consigned to various parties in the east, *which were delivered to us in good order*, and were transported by us and delivered in good order at destination, a fact in itself that shows that the damage to property in question *occurred west of Chicago.* Upon receipt of these shipments at our depot, the packages were examined and receipted for in bad order, and receipts of drivers you refer to, are only slip receipts signed for so many packages and are not a receipt for the *condition* of the property. These shipments were loaded in the best refrigerator cars, fully iced and went

through from Chicago in good time, and as no part of said damage occurred on our line, we decline to participate in the payment of this claim or any portion of it, for the good reasons given herein.

Yours truly,

W. W. CHANDLER.

EXTRACTS FROM MESSRS. ROBERTS, CALL & CO'S CORRESPONDENCE.

JUNE 30, 1881.

"We have not been able to place the second lot of butter yet, it is in such bad shape."

AUGUST 1, 1881.

"The fifteen tub lot which is just in, is in as bad condition as the other lots. It is too bad to have butter ruined just by the niggardly policy of your western roads * * *. The fall short, on weights, is on account of the butter being spilled out of tubs."

AUGUST, 1881.

"Butter would have sold for twenty-three and twenty-four cents if it had not been melted."

The foregoing complaint was received, filed, and acknowledged, May 25, 1882, and on same day a copy was mailed General Manager Potter, of the C., B. & Q. R. R., at Chicago, with a request that it be investigated at once, and a report made to the Commissioners. His reply was as follows:

CHICAGO, ILL., May 27, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR:—I have your favor of the 25th inst., in regard to complaint made by Marshall & Son, of Chariton, for damages on shipment of butter from Chariton to Boston.

We do not think this is a just claim, or that we ought to pay any portion of it.

The delay in getting a decision in this matter is on account of our freight department trying to ascertain if any damage occurred east of Chicago, and if so, whether eastern lines would pay anything, and the papers have been traveling about all winter for that purpose.

It is true that we advertised to run a refrigerator car on certain trains on the Iowa Division, but because the car failed to connect sometimes, or was late, is not a good reason for the claim; no shipper was justified in putting his butter into a hot freight house and not looking after it. Moreover, the butter was hauled through the streets of Chicago in wagons with the thermometer at 90 degrees and over.

Our agent in Chicago, makes the following statement: "There is one thing that Mr. Chandler seems to lose sight of, or ignore entirely, and on which this whole claim depends as I think— the time consumed by butter remaining in C., B. & Q. freight house, after being unloaded before being called for by Star Union teams, and who are at all times notified by telegraph; the time butter is on the teams in the street in the middle of the day in hot summer weather, and the time consumed after butter gets to Star Union Depot before it gets into refrigerator cars, and the fact that we hold these drivers receipts for these same lots of butter delivered to them in good order."

We do not deny but what there was some delay in handling this produce at Chariton, but I believe the law would not hold us responsible for delays that could not well be prevented. Our passenger trains are sometimes late at Chariton, and if Mr. Marshall's claim is good, then every passenger who

is delayed at Chariton, or any other point, would have as good claim for a bill of damages.

We have no desire to quibble or in any other way try to get out of paying just claims, but in this case we think there is no liability, or any good reason why we should pay it.

If the Commissioners are not satisfied with this explanation, I shall be glad to discuss the matter further if necessary.

Yours truly,

T. J. POTTER.

DES MOINES, IOWA, June 1, 1882.

THOS. J. POTTER, ESQ., *General Manager C., B. & Q. R. R., Chicago, Ill.*:

DEAR SIR—In your letter of May 27th you say: "That it is true that we "advertise to run a refrigerator car on certain trains on the Iowa Division, "but because the car fails to connect sometimes or was late, is not a good "reason for the claim. No shipper was justified in putting his butter in a "hot freight house and not looking after it."

The Commissioners are under the impression that there is a very grave question underlying this statement, that is, how far the company are liable for perishable property after advertising special cars running at stated times for moving it with safety, and for which high rates are properly charged, unless some provision is made at the station by which the freight can be protected from injury. The same question may possibly be raised in the case of delayed passenger trains as you suggest.

The Commissioners do not now refer to the measure of damages in either case, but would respectfully ask you to have your attorneys refer them to any text-books that treat on this matter, or any decisions involving principles that would cover both cases which they regard as analogous. If they are correctly informed the line of decisions do not fully agree with the position you assume.

By order of the Board,

E. G. MORGAN, *Secretary.*

CHICAGO, ILL., June 9, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Your favor of the 1st inst., about Commissioners not being satisfied as to the question of liability for perishable property after advertising special cars running at stated times, at hand.

I am advised that it is the general rule of law that a common carrier is not obliged to furnish extraordinary facilities for the preservation of property intrusted to it for transportation, for were the rule otherwise, there would be no limit to which demands would be made for facilities of all kinds. Should we refuse to receive property until it could be loaded and sent forward, great hardship to shippers would result. A shipper of perishable property is supposed to know the condition of the carrier's warehouse into which he puts his property to await the loading and departure of the train. The company is responsible only for reasonable diligence in running its trains, and although advertising to arrive at stations at a given time, is not liable for damages occasioned by reasonable delay of the trains. The circular referred to does not constitute a special contract with the shipper. Under the rule of law requiring the carrier to receive and deliver

goods at stated times, the shipper takes the chances of reasonable delays, which may be long enough to cause perishable freight to spoil. It is well settled in law that a passenger can maintain an action against a common carrier for unreasonable delay in the movement of a train, and the same rule of law holds good in the case of freight trains, but the common carrier will be held only to reasonable diligence in the moving of its trains; therefore, I am led to the conclusion that we are not obliged to furnish extraordinary facilities at our stations for the safety of perishable property until we can forward it.

The following cases are cited as bearing upon the rules above stated. Hutchinson on Carriers, section 328; Delaware Reports, Vol. 3, pages 176 and 123; *Vail v. Railroad Company*, 63 Mo., 230; *Wolf v. Railroad Company*, 43 Mo., 421; 1st Hilton, N. Y. Sup't Ct., 235.

The Commissioners speak of our properly charging higher rates on this perishable property. The fact of the matter is, refrigerator cars were run last year and iced at our expense at the same rate charged as if property was shipped in ordinary cars. The furnishing of refrigerator cars supplied with ice was a voluntary act upon our part, for which we received no extra compensation.

Yours truly,

T. J. POTTER.

CHARITON, IOWA, June 13, 1882.

Honorable Railroad Commissioners:

GENTLEMEN—We sent you sometime ago our claim against the Chicago, Burlington & Quincy Railroad Company for damages. We would like to know how you progress with the case. As an example of how their employes do business, their refrigerator car which passed through here going east last Wednesday, June 7th, on which we wished to ship, had only three (3) small chunks of ice in the boxes, one at one end and two at the other. These blocks of ice had been put in we suppose at Creston to keep the car cold to Ottumwa. The thermometer was up to about 75 or 80 degrees. Now such icing of cars will not keep butter.

Very truly yours,

MARSHALL & SON.

DES MOINES, IOWA, June 14, 1882.

MESSRS. MARSHALL & SON, *Chariton, Iowa:*

GENTLEMEN—Your letter of the 13th received and contents noted. The subject of your complaint is being considered by the Board. Many questions arise in the treatment of this case that may involve consequences a great way beyond the case before them, and they propose if possible to make no mistake in the determination.

Please inform the Board whether the rates on refrigerator cars, for butter, eggs, or other perishable property, is higher than for the same property shipped in other cars.

Very respectfully,

E. G. MORGAN, *Secretary.*

CHARITON, IOWA, June 16, 1882.

E. G. MORGAN, *Secretary:*

DEAR SIR—Yours of the 14th inst. is at hand. The rate on butter is the same on all cars. It is rated second class and is 75 cents per hundred pounds from Chariton to Chicago. They put the rate up just as high as itwill bear and prevent shipping by express.

We are aware that this is a peculiar case, and may be important as a precedent. But we think the main question is—is the railroad company liable for the damage? if they are, it seems to us that the case is one for the Board. It comes within the Iowa law, and within the jurisdiction of the courts. As to their liability: they hold out inducements to shippers, advertise to run refrigerator cars on certain days. They furnish their schedule of time to the shipper, and say they will be at a certain time at such and such stations. Shippers are induced by these offers on the part of the company to deliver on time at their depots perishable articles, eggs, butter, meat, etc., that they would not entrust to the hazards of common cars, or run the risk of shipping by common freight.

Instead of the refrigerator car being on time as scheduled, it is hours behind in the hottest weather. They receive these perishable articles and make us believe that they will go on the time scheduled. They do not notify us of any delay or of any danger. Besides they do not keep the refrigerator car cold, as the Star Union Company it seems found the butter in bad condition on its arrival at their depot. But the main, and probably all the damage was done here in the depot. Some of the butter remained from 12 o'clock at noon to about midnight—12 hours—in hottest days of July. No after care would remedy the damage, and little could be done to make it worse.

Very truly yours,

MARSHALL & SON.

DES MOINES, IOWA, June 14, 1882.

THOS. J. POTTER, ESQ., *Gen. Man. C., B. & Q. R. R., Chicago, Ill.:*

DEAR SIR—In a letter received from Marshall & Son, of Chariton, dated yesterday, they say, speaking of the C., B. & Q. road: "As an example of "how their employes do business: their refrigerator car which passed "through here going east last Wednesday, on which we wished to ship, had "only three small chunks of ice in the boxes, one at one end and two at the "other. These blocks of ice had been put in, we suppose, at Creston, to "keep the car cold to Ottumwa. The thermometer was up to 75 or 80 de-"grees. Now such icing of cars will not keep butter."

While this is not specially pertinent to the case before them, the Commissioners would be pleased to know whether this statement is true or not.

Very respectfully,

E. G. MORGAN, *Secretary.*

DES MOINES, IOWA, June 15, 1882.

MESSRS. MARSHALL & SON, *Chariton, Iowa:*

GENTLEMEN—Will you please inform the Board whether you were notified when you delivered the butter that is the subject of investigation, that the train was delayed, and the length of time it was behind. What the Commissioners wish to learn is, whether you had such notice of the delay that you might have taken care of the butter.

Very respectfully,

E. G. MORGAN, *Secretary.*

CHARITON, IOWA, June 17, 1882.

E. G. MORGAN, *Secretary:*

DEAR SIR—Yours of the 15th is just at hand. We were not notified of the delay of the car at any time, but were directed by the agent to have our butter at the depot promptly at 11 o'clock. We inquired of him on the delivery of the butter if the train would be on time. He said he could not tell. We asked if there was no way by which he could ascertain when the refrigerator car was delayed. He said there was no arrangement for that matter. The same is true this season. We were anxious to know whether the car would be on time before we delivered our butter, but we could never get any information in advance. If we could have done so, we would not have delivered our butter a great while in advance of the arrival of the car. Remember, their time here was at noon, the hottest part of the day, and it was important with us that the car should be on time. There is no way that we could have saved loss only in part. We might, if we had suspected a delay, delivered our butter at the station and waited until past time for the car, and hired our butter hauled back to the refrigerator. But in that case there was an uncertainty. The train might come in a few hours. Besides, it would be a very singular arrangement if we were compelled to haul our butter back and forth, three-fourths of a mile, through the hot sun upon the uncertainty of trains off of time, when the agent could not give us intelligence as to the matter.

On December 14th, in his reply to our complaint on the delay of the refrigerator car, Mr. Thos. Miller, second assistant general freight agent, says: "We regret the trouble that you experienced during the past summer in "your shipments *via* our line to the East, but we think that another season "the trouble of this *last season* will not be repeated, as we hope to run the "car on the advertised time in the future."

The fact is the company has never denied our loss nor the fact of their cars not being on time.

Very truly yours,

MARSHALL & SON.

DES MOINES, IOWA, June 22, 1882.

THOS. J. POTTER, ESQ., *General Manager Chicago, Burlington & Quincy Railroad, Chicago, Ill.:*

DEAR SIR—The Commissioners will go to Burlington on Tuesday, June 27th, so as to leave there on the morning of Wednesday, June 28th, for Chariton, to hear any testimony Messrs. Marshall & Son may desire to offer in support of their claim for damages against the Chicago, Burlington & Quincy Railroad Company for loss on butter shipped during 1881.

If your company desire to be represented at that time you can have an opportunity.

By order of the Board,

E. G. MORGAN, *Secretary.*

[A similar notice was on same day sent Messrs. Marshall & Son, which they acknowledged on the 24th.—*Secretary.*]

CHARITON, IOWA, June 28, 1882.

The Railroad Commissioners met at the Depot Hotel as they had previously notified the complainants and the railroad company, at two o'clock, P. M., when the following witnesses were produced, sworn, and testified as follows:

TESTIMONY OF R. J. MARSHALL.

R. J. Marshall, the partner and son of Marshall & Son, being duly sworn, says that between the 15th day of June and 20th day of July, 1881, his firm delivered for shipment to the Chicago, Burlington & Quincy Railroad Company 4,383 pounds of creamery butter, and that this butter was in good condition and good packages, and in every particular fitted for shipping. It was from its manufacture until it was brought to Chariton depot kept in a refrigerator room—a corner room with ice in it to keep the temperature low; this room has always kept our butter in good condition.

The first shipment on which we claim damage was June 15, 1881, the amount was fourteen tubs; the total weight was 760 pounds, the net weight or weight of butter was 662 pounds. The second shipment, made June 22d, on which we claim damage, was twenty-one tubs; gross, 1,128 pounds; net weight or weight of butter, 981 pounds. The third shipment was June 29th, 1881, twenty-three tubs; gross, 1,234 pounds; net, 1,073 pounds. The fourth shipment, July 13th, gross, 1,244 pounds; net weight, 1,076 pounds. The fifth shipment was July 20th; gross, 793 pounds; net, 688 pounds.

These shipments of butter were delivered to the company about eleven o'clock on the morning of the respective days before stated. The butter was delivered at that time by order of Mr. Slack, the agent of the Chicago, Burlington & Quincy road at Chariton.

The witness here introduced a printed circular of the railroad company for 1882, which he states, and it is admitted by Mr. Davenport, for the company, to be similar to that issued last year (hereto attached and marked exhibit "A").

All this butter was consigned to Roberts, Call & Co., Boston, Mass., in care of the Star Union Line, at Chicago. These lots of butter, all of them, as we were notified by the consignee, reached Boston in a damaged condition.

At the time of the shipment on the 29th of June, the train was late; my recollection is that it did not reach Chariton until about four in the afternoon; the car should have been here about twelve o'clock, M. At the time of shipment July 13th, the train was delayed until nine o'clock, A. M., of July 14th, a delay of twenty-one hours. Our butter in both of these cases stood in the depot until the arrival of the refrigerator car. The shipment of July 15th was loaded a little late; the other cars I know nothing about, as I had been in the habit of shipping by refrigerator cars on the Northwestern road, and had had no trouble before. This butter was consigned to the care of the Star Union Line, at Chicago. The shipment of June 29th, as I am informed by Mr. Chandler, Chicago agent of the Star Union Line, was delivered to them on the 6th day of July. This is the shipment that left Chariton about four P. M., on June 29th.

I affirm that the bill rendered in our complaint is a fair and equitable charge for the depreciation to the butter while in transit. The weights, as they were made at the creamery, of all this butter, was 4,480 pounds, and the Boston weight was 4,260 pounds. We allow for soakage one pound per tub. This allowance is the customary one, and our experience shows that it is about correct. We haul the butter to the depot, about three-quarters of a mile, in an open dray, protected with a canvass cover thrown over the tubs. It takes in the neighborhood of fifteen minutes to deliver it. I think, protected as this butter is, that this haulage would not affect the butter. When we get the butter to the depot we put it where the agent designates. When we made the last shipment of fifteen tubs, I staid and saw them loaded, and the butter was in good condition when put on the cars.

In reply to Commissioner Wilson, witness said he thought that the car should be iced twice or more between here and Chicago.

JOSEPH F. GRIFFIN,

being sworn, says: That about the middle of July, 1881, I saw Mr. Marshall's butter at the depot. There were quite a number of tubs. I saw them there in the afternoon and again on the next morning, between seven and nine o'clock. I think the butter was loaded about nine in the morning. The tubs were branded with the name of Chariton Creamery. I knew that they were Mr. Marshall's tubs. I think that several of the tubs had been upset, the butter had melted and run out upon the floor.

R. J. MARSHALL'S

testimony resumed: I have been running a creamery for over three years. I consider myself a judge of butter and know how to make it. Our shipments to Boston when uninjured brought the highest market price. Our advices from Denver show that our butter was of first quality (will furnish evidence of this from our customers).

On the two occasions that I have testified to the trains I know were late, for I inquired whether the train was on time. At one time I made the inquiry with the intention of taking my butter back if train was much delayed. On none of the occasions complained of was I able to find out from Mr. Slack, the agent, whether the train was on time or not. I was afterward informed, I think by Mr. Miller, general freight agent, that after the receipt of his letter the agent here would be notified whenever the train was late. Our practice has usually been to come up and give instructions for billing the butter before hauling it. On none of these occasions would I have sent the butter if I had known how late the train was, until the time the car could reach here.

I came with drayman once or twice with the butter, the other times I came before the dray. I do not remember that I ever had any notice from the company that the butter was received by them in bad condition, or that anything of that kind was noted on bill of lading. The total shrinkage was 220 pounds, after deducting 97 pounds for soakage. We claim a loss of 123 pounds for wastage in handling.

We pay freight, Chariton to Chicago, seventy-five cents per 100 pounds. There is no extra charge for shipping by refrigerator car.

ROBERT MARSHALL,

being duly sworn, says: That he is familiar with the facts stated by his son R. J. Marshall, and knows all the circumstances. That he has heard the testimony of R. J. Marshall, and also heard the same read, and that all the facts stated by him in the evidence taken to-day are true as he believes.

EXHIBIT "A." JUNE 5, 1882.

G. F. O. 882. CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, GENERAL FREIGHT OFFCIE, REFRIGERATOR CARS, CHICAGO, May 25, 1882.

Commencing May 30, this company will run refrigerator cars, iced, and otherwise appointed exclusively for the transportation of butter, eggs, and cheese for the Chicago market, as follows:

Leave E. Nebraska City every Tuesday afternoon at 1.30, on train No 94; Red Oak at 6.50 P. M., on train No. 10; (Creston at 5.00 A. M., on Wednesday, on train No. 26); Ottumwa at 8.15 P. M., on train No. 20, and arrive at Chicago at 8.20 Thursday evening.

The above car will accommodate all points between E. Nebraska City and Red Oak, all stations on the Middle Division, and at Villisca and Albia, all points on the branches leading therefrom.

Leave Pacific Junction every Thursday morning at 5.40, on train No. 12; Creston at 4.00 P. M.; Ottumwa at 2.05, Friday morning; Burlington at 10.30 A. M., on train No. 40, arriving at Chicago 2.00 o'clock Saturday morning.

This car will receive butter, eggs, and cheese from any station on the east and west division of main line, and at Hastings, Creston, and Chariton, from stations on branches therefrom.

Leave Albany, Missouri, every Wednesday at 11.55 A. M., on train No. 46; Chariton at 12.50 A. M.; Thursday, on train No. 14; Ottumwa at 7.40 A. M.; Burlington at 6.40 Thursday evening, and arrive at Chicago Friday noon.

All consignments for delivery to connecting lines in Chicago, will be immediately transferred on arrival. City parties will be promptly notified.

Agents are requested to give particular notice to dealers of this arrangement for through iced refrigerator cars.

E. P. RIPLEY,
General Freight Agent, Chicago.

On the 30th day of June, 1882, a copy of the foregoing evidence as taken by the Commissioners, at Chariton, was mailed to T. J. Potter, General Manager of the C., B. & Q. R. R., at Chicago, Illinois, who acknowledged the receipt under date of July 3d.—[*Secretary.*]

CHICAGO, June 27, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Answering yours of the 14th instant wherein you quote from a letter of Marshall & Son, of Chariton, I have to say that prior to receipt of your favor we had discovered that on or about the date Messrs. Marshall & Son name a refrigerator car was taken from Creston to Ottumwa with inadequate supply of ice.

This was very early in the working of the line, when employes had not become sufficiently vigilant in noting the requirements of the car for excessively hot weather, and although an occasion of censure to them, we cannot regard it other than as one of the accidents that it is difficult always to avoid.

Yours truly,

T. J. POTTER.

CHICAGO, ILL., July 3, 1882.

E. G. MORGAN, *Secretary Railroad Commission, Des Moines, Iowa:*

DEAR SIR—I have yours of the 30th ultimo, transmitting the evidence taken before you at Chariton, in the matter of claim of Marshall & Son for damage occasioned to butter during transit in summer of 1881.

Mr. Slack, who was at that time our agent at Chariton, is now in St. Louis—we have communicated with him for evidence we think material to explain or rebut the statement of Messrs. Marshall & Son. After we receive information from Mr. Slack we expect to prepare a full statement of the case to lay before you, citing the evidence taken, as well as argument regarding our liability. Hoping you will grant us sufficient time for such purpose, I remain,

Very truly yours,

T. J. POTTER.

DES MOINES, IOWA, July 10, 1882.

T. J. POTTER, *Gen. Man. C., B. & Q. R. R., Chicago, Ill.:*

DEAR SIR—Your favor of July 3d came to hand in due season. In reply the Commissioners direct me to assure you that there is no objection to granting you ample time to get up your evidence and make the argument in the complaint of Marshall & Son v. C., B. & Q. R. R. Co.

Very respectfully,

E. G. MORGAN, *Secretary.*

CHARITON, IOWA, July 4, 1882.

Railroad Commissioners:

Below we have made a list of the shipments and the date of the delivery to the Star Union Line, at Chicago, as per W. W. Chandler's receipt enclosed, which gives the time between Chariton and Chicago delivering:

Shipped June 15, 1881, 14 tubs, 760 pounds, delivered June 18, 1881, equal to 3 days.

Shipped June 22, 1881, 21 tubs, 1,128 pounds, delivered June 25, 1881, equal to 3 days.

Shipped June 29, 1881, 23 tubs, 1,234 pounds, delivered July 5, 1881, equal to 6 days.

Shipped July 12, 1881, 24 tubs, 1,244 pounds, delivered July 16, 1881, equal to 3 days.

Shipped July 20, 1881, 15 tubs, 793 pounds, delivered July 23, 1881, equal to 3 days.

Each of the above shipments was delivered at the depot at Chariton on the date above given.

The dates above would indicate that each of the shipments, except that on the 29th, was three days on the road to Chicago. As the time at which the several shipments left Chariton varied from one hour to twenty-one hours in leaving Chariton, some may have arrived in Chicago in the morning, others through the day, and evidently the 23 tubs too late on Saturday evening to be transferred. While they all arrived in Chicago on Saturday, it does not prove that there was not much delay at the time of loading at Chariton.

We have sent to Boston for Roberts, Call & Co.'s evidence, and expect it in a few days.

MARSHALL & SON.

CHARITON, IOWA, July 11, 1882.

To the Honorable Board of Railroad Commissioners:

Enclosed we hand you the testimony of Mr. J. M. Call, of the firm of Roberts, Call & Co., Boston, Mass., which fully sustains our petition as to the claim for loss, and shows further that the Star Union Line was not accomplices in the loss after the butter came into their hands. Butter shipped from Ames, Iowa, at the same time, arrived in good order. We have written to W. H. Chandler, at Chicago, for further evidence, which we have not yet received.

Very truly yours,

MARSHALL & SON.

On July 13th the deposition of J. M. Call was received, filed, and acknowledged, and a copy sent T. J. Potter, general manager Chicago, Burlington & Quincy Railroad, Chicago, Ill.—[*Secretary.*]

"A."

Statement of account of sales of creamery butter, made by Roberts, Call & Co., of Boston, Mass., dated August 1, 1881:

MESSRS. MARSHALL & SON, *in account with* ROBERTS, CALL & CO., *Cr.*

By 38 tubs butter, 1,712 pounds, at 20 cents		$ 342.40
44 tubs butter, 1,898 pounds, at 15 cents		284.70
		$ 627.10
Charges:		
Paid freight 14 tubs butter	$ 11.80	
21 tubs butter	17.44	
23 tubs butter	18.52	
24 tubs butter	16.79	
Commission	31.35	$ 95.90
Net proceeds 82 tubs butter		$ 531.20

Copy of sale of 15 tubs, shipped July 20th, account sale August:

MESSRS. MARSHALL & SON, *in account with* ROBERTS, CALL & CO., *Cr.*

By sale of 15 tubs of butter, 650 pounds, at 18 cents		$ 117.00
Charges:		
Paid freight	$ 10.71	
Commission	5.85	$ 16.56
		$ 100.44

Messrs. Roberts, Call & Co., on making these entries, write that this butter would have sold for 23 to 24 cents if it had not been neglected in shipping.

MARSHALL & SON.

SUFFOLK, ss.

BOSTON, July 8, 1882.

Personally appeared before me John M. Call and makes oath that the answers given by him are correct to the best of his knowledge and belief, to the instrument herewith attached.

ASA JACOBS, JR.,
Justice of the Peace.

J. M. Call, of the firm of Roberts, Call & Co., Boston, Mass., makes answer to the following questions:

1. Please give the date on which you received the following lots of butter from Marshall & Son, of Chariton, Iowa; viz.,

a. The 14 tubs. Ans. June 24th, 1881.
b. The 21 tubs. Ans. June 30th, 1881.
c. The 23 tubs. Ans. July 14th, 1881.
d. The 24 tubs. Ans. July 23d, 1881.
e. The 15 tubs. Ans. July 29th, 1881.

2. Please state what was the condition of the 14 tubs when received by you from the Star Union Line.

Ans. It was hard, but showed signs of its previously being melted.

3. Please state the condition of the 21 tub lot when received by you.

Ans. The condition of the butter upon our receiving it was the same as answer given to question 2, *i. e.*, hard, but had been melted down, and butter slopped out and frozen on the sides of the tubs.

4. Please state the condition of the 23 tub lot when received by you.

Same as condition of lot 21, described in answer to question No. 3.

5. Please state what was the condition of the 24 tubs when received by you from the Star Union Line.

Condition same as described in answer to previous questions.

6. Please state the condition of the 15 tub lot when received by you.

The answer to question No. 3 covers the whole thing, as each lot was in pretty much the same condition when received by us.

7. Please state particularly whether any of said lots of butter were in a warm or melted condition at the time that they were delivered to your firm by the Star Union Co., and if so, state which lots and to what extent, etc.

Ans. Each lot when received from the Star Union Line was hard, and had been well taken care of by them; the butter evidently had been melted before it was transferred to the Star Union Line.

8. Please state what length of time that you have been engaged in handling and selling butter.

Ans. Fifteen years.

9. From your knowledge and experience in handling creamery butter, what effect does it have on a good article of creamery butter, to allow it to become melted at any time?

a. Quality: It reduces the quality to a baker's grade. *b.* Flavor: becomes oily and rancid. *c.* Its price: depends altogether upon the demand for that kind of goods.

10. You have handled the creamery butter of Marshall & Son at other times than the several lots above referred to; from your knowledge of their butter, what would the above lots of butter have sold at per pound if it had not been previously melted?

As near as we can can remember from 23 to 24 cents per pound.

11. What was the market price of the *best quality* of creamery butter *in Boston* at and during the times that you were trying to sell the above lots of butter?

Twenty-three and twenty-four cents per pound.

12. At the time that you received the above lots of butter, or any of them, did you receive consignments of butter from other parties shipped to you through the Star Union Line?

Ans. We did.

13. If you answer question 12 in the affirmative, state at what points the Star Union Line received said consignments, and what was the condition of the butter when delivered to your firm?

Ans. Butter was shipped from Ames, Iowa, received by the Star Union in Chicago, and received in excellent condition by us in Boston.

14. Please state what knowledge you may have of other parties in Boston receiving butter that had been previously melted and that had been delivered by the Chicago, Burlington & Quincy Railroad to the Star Union Line at Chicago.

Ans. We have no knowledge of the Chicago, Burlington & Quincy Railroad business in Boston with other parties; we are not in the railroad business.

15. If so, did said lots of butter have the appearance of having been *recently melted*, or were they in a warm or melted condition when received from the Star Union Line?

16. From your knowledge and experience in handling butter transported by the Star Union Line, have you had any reason to believe that said line did not keep their refrigerator cars sufficiently cool during the hottest weather, and in *particular* during June and July, 1881?

Ans. We have no such reason.

17. Please state if the copy of the returns of sales to Marshall & Son, hereunto attached and marked "A," is a correct copy of the original returns of the sales of the several lots of butter referred to in questions 1 and 2, and the true exhibit of the prices at which it sold, and the weights of the same at the time of the sale of said lots of butter by the said Roberts, Call & Co.

Ans. The copy of sales attached is correct.

18. Please state whether or not the butter had been slopped out of many of the tubs, which caused a heavy shrinkage in the weights of the same.

Ans. It had.

19. You may estimate the probable aggregate shrinkage by reason of the butter having been slopped out of the tubs while in transit.

Ans. Should say from one to two pounds to a tub.

EXHIBIT "A."

BOSTON, August 1, 1881.

MESSRS. MARSHALL & SON, *in account with* ROBERTS, CALL & CO., *Cr.*

By 82 tubs butter, 1,712 pounds, at 20 cents		$ 342.40
1,898 pounds, at 15 cents		284.70
		$ 627.10
Charges:		
Paid freight on 14 tubs	$ 11.80	
21 tubs	17.44	
23 tubs	18.52	
24 tubs	16.79	
Commission	31.35	$ 95.90
		$ 531.20
By 15 tubs butter, 650 pounds, at 18 cents		$ 117.00
Charges:		
Paid freight	$ 10.70	
Commission	5.85	$ 16.56
		$ 100.44

NOTE—Butter would have sold for 23 and 24 cents if it had not been melted.

ROBERTS, CALL & CO.

CHARITON, IOWA, July 20, 1882.

Honorable Board of Railroad Commissioners:

GENTLEMEN—Enclosed we hand you the testimony of an office employe of the Star Union Line in Chicago, which corroborates to some extent the letter of Mr. W. W. Chandler now on file. With this we rest our case. If the Chicago, Burlington & Quincy Railroad Company, introduced testimony touching points not covered by our testimony, we wish to have the privilege of rebutting it, but we think that so far as evidence goes you now have a pretty clear understanding of the facts. As to the shipment which laid in Chicago. Now had the car been on time at Chariton, it would undoubtedly have arrived at Chicago in time for transfer on Saturday. As the delay was caused by the Chicago, Burlington & Quincy Railroad Company, it was their duty to have taken care of the butter and not allowed it to be taken out of the refrigerator car until Tuesday, when it could be delivered.

We think that it is a principal of law that the Chicago, Burlington & Quincy Company were not justified in abandoning the butter, until it was delivered into the care of some one else, and that butter was not delivered to the teams of the Star Union Line until Tuesday—when it was receipted for—and until then the Chicago, Burlington & Quincy Company was bound to take care of it. They sought to avoid the matter by the receipts of the transfer line *teamsters.* Now teamsters are not expected to examine the condition of the contents of packages. If those teamsters had gone to work to knock off the lids of our tubs to see the condition of the contents, they would have been guilty of an unwarrantable act. They receipt for so many

packages and agree to deliver it (inferencially) in as good condition as it is when they receive it. There is no claim that the butter was damaged in transfer from one depot to the other.

MARSHALL & SON.

OFFICE OF THE CHARITON CREAMERY,
CHARITON, IOWA, July 11, 1882.

W. W. CHANDLER, ESQ.:

DEAR SIR—We wrote you some time ago in reference to our loss last summer. We have not heard from you, we wanted some evidence from you. We want you to establish the fact that you were not to blame for the loss on the lot of butter that laid over in Chicago from the 3d to the 5th of July. The car was due at Chariton at 12 M. on the 29th of June, and did not arrive till 4 P. M. This is in proof. Now if you can show by *affidavits* that the car *arrived too late* on *Saturday* for you to *transfer the butter*, it makes a point. We wish all the evidence you can give that shows that your line was not responsible for that lot of butter laying at, or in the C., B. & Q. depot for two days and three nights. We have secured testimony which establishes the fact, that all of the butter was solid when delivered in Boston by your line. Now we want a statement from you as to the condition of the following lots of butter when received by your line. These lots had all been melted after we delivered them to the C., B. & Q.

Shipped by us Juue 15, 1882, 14 tubs.
Shipped by us June 22, 1882, 21 tubs.
Shipped by us June 29, 1882, 23 tubs.
Shipped by us July 13, 1882, 24 tubs.
Shipped by us July 20, 1882, 15 tubs.

The Commissioners receive *ex parte* testimony; all that is required is for you to *have all statements sworn to*. Please attend to this as soon as possible, as we wish to close this matter as sodn as possible.

Very truly yours,

MARSHALL & SON.

STATE OF ILLINOIS,
COUNTY OF COOK. } ss

Nathaniel E. Dillie being duly sworn says that he is an office employe of the Star Union Line; that in pursuit of his business duties he has had occasion to examine and has examined the original papers constituting the office records of his company, touching the consignments of butter mentioned in the letter of Marshall & Sons of July 11th, 1882, and hereto attached and marked "Exhibit A;" that all of said consignments save one were delivered to the Star Union Line in imperfect or damaged condition, and were so receipted for; that as to the shipment referred to in said "Exhibit A" as having lain in Chicago from the 3d to the 5th of July, deponent says, that said shipment arrived at the C., B. & Q. depot on the 3d of July too late for delivery on that day, and that the following day being a Sunday and the next a holiday, the property was not delivered to Star Union Line until the 6th day of July.

And this deponent, by way of explanation, further says that the above facts are extracted from correspondence heretofore had between the Star Union Line and the said railroad company, touching said shipments, and the said correspondence was based upon and substantiated by the orignal papers and copies of receipts pertaining thereto.

NATHANIEL E. DILLIE.

Subscribed and sworn to before me this 18th day of July, A. D. 1882.

EDGAR M. SNOW,
[SEAL] *Notary Public.*

STATE OF ILLINOIS, }
COOK COUNTY. } ss

I, E. F. C. Klokke, Clerk of the County Court of Cook county, the same being a court of record, do hereby certify that Edgar M. Snow, Esq., whose name is subscribed to the annexed jurat, was, at the time of signing the same, a Notary Public in and for Cook county, duly commissioned, sworn, and acting as such, and authorized to administer oaths; that I am well acquainted with his handwriting, and I verily believe that the signature to the said jurat is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said court, at the city of Chicago, in said county, this 18th day of July, 1882.

E. F. C. KLOKKE,
[SEAL] *Clerk.*

DES MOINES, IOWA, July 21, 1882.

MESSRS. MARSHALL & SON, *Chariton, Iowa:*

GENTLEMEN—Your letter of the 20th instant, with your "Exhibit A" and the accompanying affidavit of Nathaniel E. Dillie is at hand and the papers filed. As soon as the testimony of the respondent is filed in the case you will be notified and a copy forwarded you.

Very respectfully,
E. G. MORGAN, *Secretary.*

DES MOINES, IOWA, July 21, 1882.

T. J. POTTER, Esq., *Gen. Man. C., B. & Q. R. R., Chicago, Illinois:*

DEAR SIR—With this I hand you copy of a letter received from Messrs. Marshall & Son, of Chariton, Iowa, under date of July 11, 1882, and marked "Exhibit A." Also the testimony of N. E. Dillie, an office employe of the Star Union Line, at Chicago, and dated July 18, 1882, which have been filed in this office by complainants, Marshall & Son, in support of their claim against your company.

Very respectfully,
E. G. MORGAN, *Secretary.*

This letter was acknowledged by Mr. Potter on the 22d of July, and on the 29th the affidavit of Mr. Dillie was returned by Mr. Potter, who wrote the Board that "Mr. Ripley is at present preparing his argument in the case, "which will be forwarded you as soon as it is completed."

CHARITON, IOWA, July 29, 1882.

E. G. MORGAN, *Secretary:*

DEAR SIR—It appears to us that the C., B. & Q. R. R. Co. is using unnecessary delay in filing their testimony. It is now a month since the Commissioners were at Chariton. The company was present by attorney and heard the evidence. We understood by Mr. Davenport that the company did not deny that the loss was not sustained by us, but claimed that the Star Union Line was the party to blame. Why not send in the proof? The policy of railroad companies is to use every means to delay proceedings. We have been laboring with them for a year to get this matter adjusted. We put our

claim at the *actual loss*, which we think we have fully proven. They *know very well that the butter was damaged by the carelessness of their employes.*

Yours truly,

MARSHALL & SON.

DES MOINES, IOWA, August 3, 1882.

MESSRS. MARSHALL & SON, *Chariton, Iowa:*

GENTLEMEN—Your favor of the 29th ultimo received, and I am instructed by the Commissioners to say that while they are as anxious as you to close the case, owing to the extensive interests involved they desire to give ample time to both sides to complete their testimony, after which the decision will be promptly rendered. Trusting that this will not discommode you, I am,

Very respectfully,

E. G. MORGAN, *Secretary.*

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, LAW DEPARTMENT, BURLINGTON, IOWA, September 2, 1882.

E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—The case of Marshall & Son against this Company, pending before your Board, has been referred to me by our General Freight Agent. If you will kindly advise me of the wishes of the Board in regard to this case, I shall be glad to hold myself in readiness to comply.

Yours truly,

J. W. BLYTHE.

DES MOINES, IOWA, September 4, 1882.

J. W. BLYTHE, ESQ., *Attorney C., B. & Q. R. R. Co., Burlington, Iowa:*

DEAR SIR—Your letter of the 2d inst. received, and contents noted. The Board has no wishes in regard to the case of *Marshall & Son v. the C., B. & Q. R. R. Co.* On the twenty-eighth of June last, the Railroad Commissioners took testimony in the case at Chariton sufficient, if not controverted, to determine the case. The railroad company was represented by Messrs. Davenport & Moore. A copy of the testimony taken was duly forwarded to General Manager Potter, and the case has been held for more than two months to enable the company to trace the butter and show where the deterioration occurred, if not in their hands. The Commissioners have repeatedly asked the railroad company to forward any testimony they had that would contradict that taken, or change the liability, but as yet have received nothing. They are tired of waiting.

Respectfully,

E. G. MORGAN, *Secretary.*

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, LAW DEPARTMENT, BURLINGTON, IOWA, September 6, 1882.

E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have yours of the 4th inst. about the case of Marshall &

Son. I am aware that delays have already occurred in this case, which are much to be regretted, and perhaps may seem to the Board unreasonable.

I am sorry they have occurred, but I, personally, have not been responsible for them. I am advised by our General Freight Agent that this company will submit the question to the Board upon the evidence already taken, as this company does not regard the controversy as to the facts as being material in the case. It was believed by the company that the Commission would wish the presentation of some suggestions as to the law of the case, as it was supposed that the Commission, in the decision of the case, would regard the application of legal tests necessary; if, however, the Commission has decided the testimony taken at Chariton sufficient, if not controverted, to determine the case, it is probably unnecessary for me to ask for further hearing. In which case I beg to be informed of the decision of the Commission at as early a day as may suit its and your convenience.

I deem it proper to again suggest that if in the opinion of the Board, I can render any assistance in coming to a correct decision of this case, I shall be glad to put myself entirely at their service.

Yours truly,

J. W. BLYTHE.

DES MOINES, IOWA, September 8, 1882.

J. W. BLYTHE, ESQ., *Attorney C., B. & Q. R. R. Co., Burlington, Iowa:*

DEAR SIR—Your letter of the 6th inst. received. If you desire to furnish the Commissioners further authorities, or to make further argument in the case of *Marshall & Son v. The C., B. & Q. R. R. Co.*, please notify them by return mail, and they will keep the case open another week.

On the tenth of July last, I wrote Mr. Potter at the direction of the Commissioners, "that there was no objection to granting him ample time "to get up the evidence and make the argument in this case."

The Board feels that ample time has been furnished. Please to submit argument in writing. Very respectfully,

E. G. MORGAN, *Secretary.*

DES MOINES, IOWA, September 9, 1882.

MESSRS. MARSHALL & SON, *Chariton, Iowa:*

GENTLEMEN—In the affidavit of N. E. Dillie, he says: "All of said con-"signments save one were delivered to the Star Union Line in a damaged "condition." Was that "one" one of the packages you have asked the C., B. & Q. R. R. Co. to pay you for loss and damage?

By order of the Board,

E. G. MORGAN, *Secretary.*

CHARITON, IOWA, September 11, 1882.

E. G. MORGAN, *Secretary Board of Railroad Commisssoners, Des Moines, Iowa:*

DEAR SIR—We suppose N. E. Dillie refers to the shipment made by us on the eighth of June, 1881, one week prior to the shipment of the fourteen tubs included in our bill for damages, and shipped on the fifteenth of June, 1881. The shipment of June 8th was thirteen tubs, and went through all right.

Enclosed we hand you copy of Messrs. Roberts, Call & Co.'s letter acknowledging the return of sales of said thirteen tubs, in which you will notice that they refer to the said "second lot" as being in bad condition.

Very truly yours,

MARSHALL & SON.

(Copy.)

BOSTON, June 30, 1881.

MESSRS. MARSHALL & SON, *Chariton, Iowa:*

Enclosed please find sale of first lot of butter, which we trust you will find satisfactory. We have not been able to place the second lot of butter yet, it is in such bad condition, but will endeavor to do our best on it to get you out.

Yours truly,

[Signed] ROBERTS, CALL & CO.

(Telegram.)

BURLINGTON, IOWA, September 11, 1882.

MR. E. G. MORGAN, *Secretary:*

I will file argument in Marshall & Sons case by Thursday.

J. W. BLYTHE.

BURLINGTON, IOWA, September 12, 1882.

E. G. MORGAN, *Secretary Railroad Commission, Des Moines, Iowa:*

DEAR SIR—I inclose to you my argument in the case of Marshall & Son. I regret that the Board could not see their way clear to use oral argument in this case, as the time was very short for the preparation of written argument. Please inform me of the decision of the Board as soon as made.

Yours truly,

J. W. BLYTHE.

IN THE MATTER OF THE COMPLAINT OF MARSHALL & SONS, AGAINST THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, BEFORE THE HON. THE RAILROAD COMMISSIONERS.

This is a claim for damages on account of deterioration of butter in transit. The complainant alleges only one failure on the part of the company, *i. e.* "that their refrigerator cars were often from ten to twelve hours behind time at Chariton." This fact is not denied by the respondent, but it is denied by the respondent that this fact is sufficient to charge it with a liability for loss resulting from a *deterioration in quality* of the butter.

It is to be presumed that the honorable commissioners do not desire to impose upon the respondent any extra legal liability; nor in the decision of this case to apply any principle except those which a court of law would invoke to its aid in the solution of the questions presented, nor to add to the contract of the carrier. I shall, therefore, content myself with the argument of this case as though addressing a law court.

The undisputed facts of this case are, as shown by the testimony introduced by the complainant, that the respondent advertised that it would run a refrigerator car, iced and otherwise furnished, upon certain of its trains, arriving at Chariton at certain specified times, and that it would carry butter in this car without extra charge to the shippers. That pursuant to this advertisement the complainants took to the station of the respondent at various time certain lots of butter, and finding the trains late, left them in the respondent's warehouse, "with the thermometer in the 90," to await the arrival of the refrigerator car; by reason of which the butter melted and was reduced in quantity and impaired in quality, and the complainants damaged in the sum of $273.99. The respondent does not introduce any testimony,

controverting the testimony of the complainant, because it believes that conceding the truth of the complaint and the proof in support of it, the complainants have failed in their case.

The respondent, a railroad company, in its capacity of a common carrier, may be under obligations of two kinds to its patrons: First, those obligations which the law imposes upon each several contract it may make; and second, those obligations which it may expressly assume in any particular contract; or, in the words of the law, its contracts are either implied or expressed; and no recovery can be had against a carrier for loss to freight, unless upon a breach of the contract.

First. The respondent is under no *legal obligation* to furnish extraordinary facilities for the transportation of perishable property. This has been the universal decision of the law courts through a long line of contested cases, and is now thoroughly established. The transportation of such property is at the owners' risk, and the carrier is not in any sense an insurer of the *quality* of such goods when carried by him. See Hutchison on Carriers, Sec. 219, 220 and 221, with cases cited; Angell on Carriers, Sec. 210, *et seq.*; cases cited, *M. S. & N. I. R. R. vs. McDonough*, 21 Mich., 165.

The carrier did assume to insure the carriage and delivery of the property in question, in its identity; did agree to insure it against all accident, except the act of God and the public enemy, against fire, theft, and the casualties of the road; but it did not assume by any contract imposed, either by law, or its own expressed undertaking, to warrant the *quality* of the property, or to insure it against its natural decay, or from its inherent tendency to deterioration. See Edwards on Bailments, 2d Edition, Sec. 598; *Nelson v. Woodruff*, 2d Black, jr., (U. S. Supreme Court), 156.

"The carrier is not required to answer for losses of this kind, arising from the climate or the nature of the goods." *Clark v. Barnewell*, 12 Howard, 272.

Second. The respondent in this case was under no *contract obligations* with regard to furnishing refrigerator cars. The publishing of the circular to which the complainants refers, did not in any respect differ from any other advertisement which its business necessities might prompt. It had no single feature of a contract. There was no consideration; no mutuality; no accord. There was, consequently, no duty created. The complainant was not bound to ship a single pound of butter, and the respondent could not have been held in damages to the complainant, or anyone else, if it had never brought upon its line in Iowa, a single car of the kind advertised. See *Heirn v. McCaughn*, 32 Miss., 17; *Gordan v. R. R.*, 52 N. H., 596.

Any other rule than this would impose upon the carriers an unusual and extreme burden. If the advertisement by circular, by insertion in the papers, by distribution of schedules, amounts in every case to a contract, no amount of care will excuse the least variation. The breaking of an engine, the failure of a bridge, the exigencies of safety and comfort may not be considered; but at all times, and under all circumstances, the carrier is held to the rigid and exact performance of all that he has promised to try to do under the most favorable circumstances.

It is not denied by the respodent that it is under some obligations to try to run its trains according to its published schedule time. But the law in regard to this is satisfied by the use of ordinary diligence. Whether this degree of care has been exercised is, of course, a proper subject of inquiry. But the honorable Commissioners will bear in mind that the want of reasonable care must be established by the complainants. They do not even try to establish this, but content themselves in all their testimony, and even in the allegations of their complaint, with the bare statement that the refrigerator car did not arrive at the advertised time. The burden is on them to show the negligence, and in this they fail.

Third. The real contract, the contract actually made, was that the respondent would receive the butter, would transport it, and would deliver it to the consignee. This was actually performed. There is no pretense that the butter of any shipment was lost or stolen,or that respondent neglected it in shipment. The only claim is, that before it was loaded into the refrigator car at Chariton, its quality was impaired by reason of the heat. The whole claim is based upon the delay of the refrigerator cars in reaching Chariton.

The allegation is that "these cars were often ten or twelve hours behind time at Chariton." It is true that if respondent had contracted with the complainants to undertake the carriage of their goods at a particular time, the failure to have their refrigerator car promptly at the station would entitle the complainant to recover; but there is no proof of any such contract. The only pretense of anything of the kind is found in the printed circular before mentioned. That this did not amount to a contract has been already shown.

Fourth. But the respondents claim that the complainants cannot escape the consequences of their own negligence in this case.

The complainants knew that in the conduct of the business of a railroad delays are unavoidable. They were told by Mr. Slack that he could not inform them when the train would arrive. They "put the butter in the place designated by the agent," in the company's warehouse. They knew that no preparation had been made to protect it. They knew "the thermometer stood among the nineties, and knew that butter would melt. They went away and left it there to sit for "twenty-one hours," exposed to a heat which they knew would soon destroy their property. Yet their whole claim is based upon the loss which occured in the station at Chariton, and the complainants display an unusual impatience when it is suggested that a part of the loss might have occurred in transit through Chicago and over connecting lines east of Chicago.

The entire loss occurred in Chariton. The butter was hauled a distance of three-quarters of a mile to the station, upon an open dray, with the thermometer among the nineties; then stood in the freght house where no special preparation was made for its care, and where the respondent was not required by law, or by its contract, to make any such preparation, and when complainants knew no such preparation had, as a matter of fact, been made. It was subject to its owner's control; had never left that control; he could have, and should have, protected it, even at the expense of taking it away to a suitable place, and there keeping it until the arrival of the refrigerator car. The law clearly and positively imposed upon him the duty of reducing the resulting loss to the minimum, and though it were negligence on the part of the company to fail to have the car promptly at the station at the advertised time, for which negligence it would be liable to respond to the complainant, yet the complainants might have much reduced the measure of the liability.

Failure to do this is negligence, contributing directly to the loss, and on account of this the complainants have lost whatever right to a recovery they might have had. This is a principle so engrafted upon our law that I suppose I need not quote authorities. The doctrine is thoroughly established in the decisions of our own Supreme Court.

Fifth. The respondent was entitled to a reasonable time, after delivery of the property for carriage, before beginning the transportation. What is a reasonable time must depend upon the circumstances of each case. In this respect, also, the burden of proof is upon the complainants. They have not shown, and have not attempted to show, the want of proper and reasonable diligence on the part of the railroad company. If no delay occurred, that by reasonable care could have been averted, the respondent cannot be made liable on this account.

Sixth. Entirely aside from these considerations, every principle of fairness and equity, every motive of public policy, every dictate of interest of the people, entitles the respondent to the judgment of the Commissioners. It meant, without charge, to furnish new and extraordinary facilities to an infant industry, in the hope of ultimate advantage to itself in the increase of the business and the prosperity of its patrons. It did all it reasonably could do; all it could be expected to do, to make an unaccustomed service prompt and efficient. It probably succeeded, on the whole, better than could have been anticipated. Occasional failure in a new enterprise, to promptly meet all the minute requirements of the service, was to be expected; it cannot be avoided in an established service, much less when the demands of patrons and the exigencies of the undertaking are unknown. If, for a failure like this, the carrier is to be held liable to respond in damages for a loss which it could neither foresee nor prevent, it will be driven

to abandon all experiment, or to hedge itself about for its own protection, at the loss of the public.

To attach this liability would be to embarrass and obstruct the progress of the times, to thwart well-meant endeavor to promote the interests of this State, and of the carrying trade, and to impose upon the carrier a burden unheard of by the law.

I have purposely abstained from discussing one subject that will occur to every one whose attention may be called to this case, and that is, the jurisdiction over the case of the tribunal whose intervention the complainants have invoked. The respondent in this case is satisfied with the fairness and candor of the Commissioners, and its present purpose is to waive all objections to the competency of the tribunal, and in good faith accept the award. It believes it is entitled to a favorable judgment. It is conscious of having exerted all reasonable diligence, and of taking every reasonable precaution. It believes that the damage complained of in this particular case was caused more by the inattention and carelessness of the complainant, than by any negligence of its own.

Respectfully submitted,

J. W. BLYTHE,

For the C., B. & Q. R. R. Co., respondents.

DECISION OF THE COMMISSIONERS.

On the 22d day of May, 1882, Messrs. Marshall & Son made the following complaint: That between the fifteenth day of June and the twentieth day of July, 1881, they delivered, in several lots and at different dates, at the depot of the Chicago, Burlington & Quincy Railroad Company at Chariton, 4,382 pounds of creamery butter, for shipment in refrigerator cars, consigned to Roberts, Call & Co., Boston, Massachusetts, in care of the Star Union Line, at Chicago; that this butter reached Boston in a damaged condition, and that it was damaged while in the hands of the C., B. & Q. R. R. Co.; that it sold for from fifteen to twenty cents per pound; that it would have brought from twenty-three to twenty-four cents if it had not been injured; that by reason of improper usage it shrank 123 pounds in weight.

They submit the following bill as their losses:

On return of sales 1,712 pounds at 3 cents	$ 51.36
On return of sales 1,898 pounds at 8 cents	161.84
On return of sales 650 pounds at 5 cents	32.50
Shrinkage in weight 123 pounds at 23 cents	28.29
Total loss to them	$273.99

This amount they claim the company should pay them.

A copy of the complaint was forwarded to T. J. Potter, general manager of the road. His reply, dated May 27, 1882, states that he "does not think "this a just claim, or that they ought to pay any portion of it."

"It is true that the company advertised to run a refrigerator car on cer-"tain trains on the Iowa division, but because they failed to connect sometimes is not a good reason for the claim." He also charges contributory negligence on the part of Marshall & Son in putting their butter into a hot freight house and not looking after it; states that it was hauled through the streets of Chicago with the thermometer at ninety degrees; that it remained

in the C., B. & Q. freight house in Chicago after being unloaded before being called for, although the Star Union Line was always notified by telegraph of its arrival; that his company holds teamsters' receipts for the butter in good order. He admits that there was some delay in the arrival of trains at Chariton, but that his company is not responsible for delays that could not well be prevented.

On Tuesday, September 18, Mr. Blythe, attorney for the company, submits an argument covering the positions taken by Mr. Potter, and claims that the printed circular issued by the company did not amount to a contract to have their refrigerator car promptly at the stations. He also intimates that the Commissioners have no jurisdiction over the case, but decides to waive all objections to the competency of the tribunal.

The Commissioners having furnished the parties copies of all the papers in the case, notified them that they would take any testimony offered at Chariton on the 28th day of June, 1882. Messrs. Marshall & Son appeared for themselves before the Commissioners. Messrs. Davenport and Moore, one a division freight agent, and the other a lost freight agent, as the Board understands, appeared for the company.

There seems to be no conflict with regard to the testimony; the railroad company "does not regard the controversy as to the facts as being material "in the case."

Briefly stated, the testimony is that Messrs. Marshall & Son had been running a creamery for three years, shipping their butter mainly to Boston, some of it to Denver. Their butter, when shipped through without injuring, has uniformly brought the highest market price. Their butter, shipped before June 15th, brought the full market rate. The shipments of butter on which they claim damages, were in good condition, and good packages, and from the time of manufacture until loaded for delivery to the railroad company, were in a refrigerator room, the temperature kept low with ice. This room has always kept butter without injury. The distance of the creamery from the railroad depot was three-quarters of a mile. The time consumed in delivering the butter, about fifteen minutes; it was protected from the sun by a canvas cover thrown over the tubs. The butter was in good condition when delivered at the depot. The practice of Marshall & Son was to go and inquire if the train to which the refrigerator car was attached was on time, and give instructions for billing it before sending their butter to the depot, and on none of the occasions complained of would they have sent their butter when they did, could they have ascertained that the refrigerator car was delayed, and would have hauled it back to their refrigerator room, if they could have found out from the agent how much the car was behind time, if it was. They made every effort to do so, in order that they might protect their property.

The shipments on which damages are claimed are as follows:

	Number tubs.	Gross weight, pounds.	Net weight, pounds.
June 15, 1881	14	760	662
June 22, 1881	21	1,128	981
June 29, 1881	23	1,234	1,073
July 18, 1881	24	1,244	1,076
July 20, 1881	15	793	688
Total	97	5,159	4,480

The usual allowance for soakage is one pound to the tub, or ninety-seven pounds, which leaves net weight of butter delivered at the Chariton depot, 4,383 pounds. They claim the loss of one hundred and twenty-three pounds by leakage while melted. Deducted, this leaves 4,260 pounds, on which they claim a loss, and one hundred and twenty-three pounds total loss. The butter was consigned to Roberts, Call & Co., Boston, in care of Star Union Line, Chicago. A copy of a printed circular for 1882 was introduced (and admitted by Mr. Davenport to be similar to the one issued for 1881), from which the following extract is made: "General freight order 882, C., B. & Q. R. R. "Co. General Freight Office, refrigerator cars, Chicago, May 25, 1882. Com-"mencing May 30, this company will run refrigerator cars, iced and other-"wise appointed, exclusively for the transportation of butter, eggs, and "cheese for the Chicago market, as follows:" Here the time of the arrival of the train at all stations is noted, and the time for the arrival in Chicago. "All consignments for delivery to connecting lines in Chicago will be im-"mediately transferred on arrival. City parties will be promptly notified. "Agents are requested to give particular notice to dealers of this arrange-"ment for through iced refrigerator cars.

"E. P. RIPLEY,
"*General Freight Agent, Chicago.*"

The testimony fixes the injury to the twenty-three tubs shipped on the 29th day of June to be as follows: The train did not reach Chariton until 4 P. M., or four hours late; the butter was in the depot all this time. This lot reached Chicago on Saturday, July 3d, too late for delivery; lay in the Chicago depot on Sunday, the 4th, and Monday, the 5th, the latter being a holiday, and was delivered to the Star Union Line on the 6th. Had the train been on time it would have been delivered on the 3d. The lot of twenty-four tubs, left for shipment July 13, was delayed in the depot at Chariton until 9 A. M. of the 14th, a delay of twenty-one hours. Several of these tubs had been upset and the melted butter had run out on the floor. There is no evidence of injury to the butter at Chariton of the shipments of June 15th, June 22d, or July 20th. They were receipted for by the Star Union Line at Chicago in bad condition. The shipment receipted for in good condition by that line we understand was not included in the bill rendered.

This case has had very full consideration from the Board, as on the rail-

way transportation of dairy products depends the success of a growing interest, and probably in the future one of the most important of the State. The railroad companies have introduced this method of transportation for the purpose of developing this industry. This service on their part deserves commendation; to be valuable it must be prompt. The growing dairy interest and the natural adaptation of Iowa to the successful production of butter, made the refrigerator car a necessity. Before its advent the butter manufactured and sold for shipment, for four months of the year, brought a very low price. The establishment of the creamery made new demands upon the railroads. The exigencies of the case required the extension of the cold storage room from the creamery to the market. To meet this demand the refrigerator car lines were extended into Iowa.

Having stimulated the growth of this interest, it would seem to be the duty and the policy of the railroad companies to make this service reliable. It is true that it is not always possible to have this train on time, but it certainly is in the power of the company to notify the shipper, when he asks information, that the train is delayed, and how long. If this contingency is to happen often, some arrangement might be made by which the shipper could protect it after being brought to the depot. It is certainly bad policy, after establishing and running these cars, which must be expensive, to leave the value of an article as sensitive to heat as butter, to be determined by the chances of a freight train being delayed.

The first defense, "It is true they advertise to run a refrigerator car on "certain trains, but because they failed to connect is no reason for the "claim." It is clear that the shipper did all in his power to take care of his property; he delivered it at the hour advertised, inquired if train was on time, had his shipping bills made out, and left his butter in the custody of the servants of the railroad company. He had a right to expect the train to be on time, for the company had the means of knowing at all times the exact situation of these trains, and the agent could and should have been informed. Mr. Blythe, in his argument, says: "that if the railroad com-"pany had contracted with Marshall & Son to undertake the carriage of "their goods at a particular time, the failure to have their refrigerator cars "promptly at the station would entitle them to recover." He admits the original contract of the carrier to transport and deliver safely. In our view, the circular adds another obligation to it. The company practically say that if Marshall & Son will bring their butter to the depot at 12 o'clock on a particular day of the week, that they will have a refrigerator car there, properly iced, to carry their butter to the consignee safely, and, so far as temperature is concerned, in good condition, for the sum of 75 cents per 100 pounds. They accept the proposition, and deliver the butter. They do more than this. They endeavored to ascertain whether there is any possibility of the company's failing to perform their part of the contract. It is true that the company received no greater compensation for the butter carried in these cars than in the ordinary car. This is, however, no reason for

neglecting it. The railroad company fixed its own rates. The presumption is that they were satisfactory. They had a right to fix them at such rates as would furnish a reasonable remuneration for the service rendered; if they were not, it is no fault of the shipper, and no reason why his butter should be allowed to depreciate while in the custody of the company if in their power to prevent.

The second defense is that the butter was hauled through the streets of Chicago with the mercury at ninety degrees. This statement is probably intended as a reply, and is met by a report of the Weather Bureau, by Mr. Chandler, which, though not sworn to, is, we presume, correct: Weather: July 5, seventy to ninety-two degrees; July 6, sixty-six to eighty-three degrees; July 16, seventy-one to eighty-four degrees; July 18, seventy-seven to sixty-one degrees; July 23, seventy-seven to seventy-six degrees; July 29, seventy-nine to sixty-three degrees. These figures were furnished the company, and their correctness was not disputed.

The third defense, that one lot remained in the C., B. & Q. freight house in Chicago, after being unloaded, from Saturday until Tuesday. This we think is disposed of by the fact that the consignee could not get it, the train being behind time, so that it could not be delivered on Saturday. The carrier of perishable property will not be relieved of responsibility if he carries it safely over his line, and then places it in a situation where it must suffer loss, unless the consignee was properly notified and could have cared for it.

The railroad company held the Chicago teamsters' receipts for the freight in good condition. What the value of these receipts is we are unable to ascertain, but it is certain, in two instances at least, the butter had been melted before it was loaded on their wagons, and the fact that all of them were receipted for by the Star Union Line in bad condition, negatives the hypothesis that they were injured in being hauled in covered wagons from the C., B. & Q. depot, on days that the weather reports do not make very warm. The teamster's receipt is probably regarded by all parties as a receipt of the number of packages and their identity, not their condition. We think that general freight order 882 is a sufficient notice to the public that their butter will be properly cared for and delivered in accordance with its terms, and that the agent has duties to perform in connection with it. It is hardly necessary to define the relation of the station agent to the public, but in the case in question we regard him as the representative of the company; that it is his duty to do all things necessary to the carrying out of the purpose for which this line of refrigerator cars was placed on the road. He is held out to the public as the representative of the company. The public deal entirely with him, and rarely, if ever, come in contact with other officers. Whatever he may do, or fail to do, is the action of the company, and they are as fully responsible as if it was the action of Mr. Ripley, who signs general freight order number 882.

The duty of the station agent is to give the public, doing business with his company, all the information it may require; and much of the ill-feeling towards railroads in communities arises from the indifference of station

agents. An intimation of this was thrown out in the testimony taken in this case. The transportation merchant owes to his customers the same courtesies and civilities that the merchant of any other commodity owes to his.

We understand that it is a principle of law, sustained by the uniform decisions of the Iowa courts, that in all cases of loss or injury to property entrusted to the common carrier for transportation, the burden of proof is on him to show that the loss was occasioned by unavoidable causes; proof of the delivery of the goods to the carrier and their loss or injury make out a *prima facie* case, that the carrier is held to the strictest liability; that the care he is bound to exercise is measured by the susceptibility of the property to injury, and that the carrier having furnisded special appliances for its care and protection, is bound to use them.

The railroad company refers to the following authorities:

Hutchinson on Carriers, section 328, from which we quote: "This duty to "deliver within a reasonable time is one engrafted by the law upon the orig- "inal contract, which is to carry safely. If by unreasonable delay the goods "have deteriorated, or their market value has fallen, he may be held liable "for damages."

Second reference—Delaware reports, volume 3, pages 176 and 123: "The "care and diligence required is to be measured in a great degree by the char- "acter of the goods they are transporting, and their liability may be greater "or less according to the condition of the property when received by them."

"This obligation is imposed upon them as a public duty, and by their "undertaking to carry safely, as far as human care and foresight will "permit."

In the case of *Wolf v. American Express Co.*, 43 Missouri, page 431, the court held that "the carrier must not only exercise diligence, but he must "use that degree of attention and care which the occasion and the subject "committed to his trust demand. What would be sufficient care in ponder- "ous articles not liable to be deteriorated by exposure, might be the most "palpable neglect in case of costly or perishable goods. If in consequence "of his negligence or defective means a loss occurs, springing out of the "agencies which the violence of nature causes, he will not be excused."

The same principle is enunciated by the court in the case of *Vail v. Pacific Railroad*, Missouri Reports 63, page 230.

In the case of *Wing v. The New York & Erie Railroad Co.*, Hilton's New York Reports, page 243, the court says: "The fact that the potatoes were "perishable, imposed upon the railway company more than ordinary care "and diligence as mere bailees and the obligation to deposit them most "securely against cold. The intensity of the cold created also the obliga- "tion of additional vigilance. What was usual was not the consideration. "What was necessary to be done under all the circumstances was the true "criterion."

MEASURE OF DAMAGES.

The general rule seems to be that the measure of damages is the difference between the market value of the goods, as delivered, and what their value would have been had they not been damaged in the course of transportation.

Marshall & Son's claim is based on the difference between the rates that creamery butter sold at in Boston at the dates these consignments reached there and the amount they received for the damaged butter.

The opinion of the Commissioners is that the Chicago, Burlington & Quincy Railroad Company should pay Marshall & Son the sum of two hundred and seventy-three dollars and ninety-nine cents, as claimed.

Des Moines, Iowa, September 21, 1882.

On the 23d of September a copy of the decision was sent T. J. Potter, general manager C., B. & Q. R. R., and the receipt acknowledged by him on the 27th, and on the 27th of September a copy was sent Messrs. Marshall & Son, who replied on the 29th, as follows:

To the Hon. Board of R. R. Commissioners:

GENTLEMEN—Yours of the 27th inst. giving us official notice of your decision in our case for damages against the Chicago, Burlington & Quincy Railroad Company is at hand. Please accept our thanks for the prompt manner in which you have conducted this case. We thank you for your decision in behalf of the great dairy interests of Iowa and the West.

First. Because we believe it just and wise, fully in accord with the law and the evidence in this case.

Second. Because it protects the dairy interest of Iowa, which will, in a very short time, equal any other agricultural industry in exportable value in the State. The dairymen of Iowa are using every possible means to make butter equal to any to be made anywhere on earth. They have the cows, grass, and water; the climate is favorable; they have erected establishments, and supplied them with suitable appliances for making the best. They are careful to use clean, sweet packages; and while under their care to keep them in a cool, sweet refrigerator, free from all manner of taint, and to deliver them to the care of the transportation company in the best possible condition. This is as far as they can go with it. If the agents of the transportation company allow the butter to melt in the depot before loading, or if the car is not sufficiently iced, or if the refrigerator car is contaminated with the stench of rotten eggs, tainted meat, decaying poultry, rotting vegetables, or from any other noxious smell, then all previous care and carefulness on the part of the dairyman is a failure. But on the other hand if the butter is properly handled and cared for by the transportation company, the butter will arrive at its destination in equally as good condition as the day it was churned.

The transportation companies have provided palace cars for the accommodation of the public, and are entitled to great credit for the ample provision that they have provided for the comfort of the traveling public. It seems that the transportation companies, in many instances, have not given that attention to the dairy interest that it demands at their hands. If increased facilities demand an increase of cost of transportation, then let us have the increase cost, but let us have the very best possible facilities, both as to care of the butter and in speed of transportation, and dairymen will pay the increase of cost. The butter dealers in the cities are amply provided with cold storage. On the arrival of the butter it is immediately transfered to a refrigerator where it remains until disposed of. But all of the nice work of the dairyman or carefulness of the commission man may

be lost, by a few hours of negligence on the part of the transportation company. Butter once melted or tainted, is ever afterward ruined as a palatable article of food.

Very truly yours,

MARSHALL & SON.

CHICAGO, ILL., October 4, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Once more referring to claim of Marshall & Son for damage to butter, I desire to call your attention to discrepancy in bill as presented now, and as originally presented; viz.,

ORIGINAL BILL.

1712 lbs. butter shipped June 15, 22 and 29, at 3 cts	$ 51.36	
1898 lbs. butter shipped June 29 and July 13, at 8 cts	151.84	
650 lbs. butter shipped July 20, at 5 cts	32.50	
Melting and slopping out of tubs	4.00	
		$ 239.70

AMENDED BILL.

1712 lbs., at 3 cts	$ 51.36	
1898 lbs., at 8 cts	161.84	
650 lbs., at 5 cts	32.50	
Shrinkage in weight, 123 lbs., at 23 cts	28.29	
		$ 273.99

Thus showing an error in extension of second item of $10.00, and increase in last item of $24.29. In consideration of the foregoing, we desire to know if, in your opinion, we should pay the original bill, or the one rendered by you.

Yours truly,

E. P. RIPLEY, *General Freight Agent.*

DES MOINES, IOWA, October 9, 1882.

E. P. RIPLEY, ESQ., *G. F. A. C., B., & Q. R. R. Co., Chicago, Ill.:*

DEAR SIR—Your favor of the 4th instant in relation to the claim of Messrs. Marshall & Son is at hand, and I am instructed by the Commissioners to answer you as follows:

The original bill filed by Messrs. Marshall & Son with the Board was for $273.99. A copy of this bill was sent you, and your answer as understood by the Board was to the effect that you did not dispute the bill as rendered but to the right of Messrs. Marshall & Son to recover damage for loss occasioned by the delay of your trains.

The Board is of the opinion that the clerical error of $10 should be corrected, but do not think they should open the case to make a deduction in the item of "shrinkage," which was sworn to by complainants and not denied by your company.

Very respectfully,

E. G. MORGAN, *Secretary.*

The receipt of this was acknowledged October 12, 1882.

CHARITON, IOWA, October 14, 1882.

E. G. MORGAN, *Secretary:*

DEAR SIR—It is now nearly three weeks since the Railroad Commissioners rendered a decision in our case. We have not heard what they propose to do. Have you received any information from the company as to whether they will comply with the decision?

Very truly yours,

MARSHALL & SON.

DES MOINES, IOWA, October 14, 1882.

MESSRS. MARSHALL & SON, *Chariton, Iowa:*

GENTLEMEN—Yours of to-day at hand. The Commissioners understood from the general manager of the C., B. & Q. R. R. that his company would settle with you at once. But since then Mr. Ripley, general freight agent, has written them pointing out an error in your bill of June 29th and July 13th of $10 (which the Commissioners find is an error in multiplication of $10); also calling their attention to the difference in your last item. As rendered to him it was $4; as sent the Board, $28.29.

The Board instructed me to reply "that in their opinion the clerical error "of $10 should be corrected, but they did not think they should open the "case to make a deduction in the item of shrinkage."

I have no doubt but what you will hear from the company soon.

Very respectfully,

E. G. MORGAN, *Secretary.*

CHARITON, IOWA, October 17, 1882.

E. G. MORGAN, *Sceretary:*

DEAR SIR—Yours of the 14th instant at hand and contents noted. The Commissioners did right in correcting the error in multiplication of $10. We were not aware of the error until we received your letter. They were also right in not allowing a reduction on charge for loss of weight. The charge as placed in our account before the Commissioners is the correct one. There was an error in the bill sent by our attorney to the company on the loss by shrinkage. But had the company settled by that account, without putting us to further trouble, we would have let it pass. Plaintiffs in Iowa have the right to amend their bills any time before the case is closed.

Very truly yours,

MARSHALL & SON.

CHICAGO, ILL., October 30, 1882.

E. G. MORGAN, *Secretary, Des Moines:*

DEAR SIR—In answer to your letter of October 9th have to say that I have to-day given instructions that the claim of Marshall & Son, of Chariton, Iowa, for loss and damage to butter, be paid in full, in accordance with the recommendations of your Board.

In doing this we do not intend to be understood as in the slightest degree conceding the justice of your decision in this particular case, but believing that in the main your intention is to deal fairly with the railroads as well as with the people, and believing that in the past your decisions have been, as

a rule, just and equitable, we are not disposed to further contest this case, although we have not in the slightest particular changed our opinion in regard to it.

Yours truly,

E. P. RIPLEY.

CHARITON, IOWA, November 21, 1882.

E. G. MORGAN, *Secretary:*

DEAR SIR—We are happy to be able to inform you that we received to-day from the Chicago, Burlington & Quincy Railroad Company a check for two hundred and sixty-three dollars and ninety-nine cents, in full for amount of damages awarded us by the Railroad Commissioners. This closes the case to our entire satisfaction. We again thank the Board of Commissioners for the happy termination of this case.

Very truly yours,

MARSHALL & SON.

MILES H. LUTHER, SWEDE POINT, IOWA, *Complainant,*
vs.
ILLINOIS CENTRAL, AND CHICAGO, BURLINGTON & QUINCY RAILROADS, *Respondents.*
} *Lost goods.*

Filed, May 23, 1882.

SWEDE POINT, IOWA, May 23, 1882.

To the Railroad Commissioners of Iowa:

GENTLEMEN—Last November I shipped from Springfield, Illinois, on the Illinois Central to Beardstown, and then *via* the Chicago, Burlington & Quincy Railroad to Des Moines, Iowa, one cook stove worth $25, and have not received the stove or heard from it. I paid the freight in advance, and have been trying ever since to get some track of where the stove had gone to, or pay for it, but so far have been unable to find out anything about where my stove is, or get any satisfaction out of the railroad company in any way.

I left my freight bills with the agent of the Northwestern Railroad, at Des Moines, when I went to Des Moines to get my freight and forward it to Sheldahl. The agent of the C., B. & Q., at Des Moines, said he would look my stove up, but since then I cannot get anything out of anyone in regard to it.

I write to you in hopes that you may be able to help me get my stove, or the pay for it, as I am not able to lose it entirely if I can help it. Hoping for an early reply, and that you may be able to help me,

I remain yours truly,

MILES H. LUTHER.

[A copy of Mr. Luther's complaint was sent to General Manager Potter, of the C., B. & Q. Railroad.]

CHICAGO, May 27, 1882.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Yours of the 25th, calling my attention to complaint of Miles H. Luther, in regard to one stove lost, valued at $25, is at hand. Our claim department have been tracing for the stove, but as yet have been unable to get any track of it. It evidently has been loaded in wrong car, or some

other irregularity, which has caused it to get lost sight of. In order to settle the matter and have no more delay, I have directed that Mr. Luther's claim for value of stove be paid at once.

Yours truly,

T. J. POTTER.

[On May 29th, a copy of the preceding letter of Mr. Potter was sent to Mr. Luther, with request to notify the Board when all was satisfactory. No reply being received from Mr. Luther, another letter was addressed to him on July 19th, asking him if he had been paid for the stove.]

DES MOINES, IOWA, July 24, 1882.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Your letter of July 19, 1882, to Mr. M. H. Luther, in regard to claim for lost stove. Will say that we paid Mr. Luther for this stove to-day and have his receipt in full settlement. Hence please close this case in your office. The party could not write and gave me your envelope to answer it.

Yours truly,

ALF. WINGATE.

WM. G. HENRY AND NINE OTHERS, EMMETSBURG, IOWA, *Complainants,*
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY AND CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANIES, *Respondents.*
} *Failure to comply with section 1292, Code 1873.*

Filed May 30, 1882.

The petition of complainants asks the Commissioners to see that the provisions of section 1292 of the Code be complied with by the Burlington, Cedar Rapids & Northern and the Chicago, Milwaukee & St. Paul Railways, and that a suitable "Y" or connecting track be built between the two railways.

After a lengthy correspondence between the Commissioners and the railway companies, the "Y" was completed August 11, 1882.

ANDREW DODD, TRAER, IOWA, *Complainant,*
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondent.*
} *Highway Crossing.*

Filed May 31, 1882.

Complainant asks that the railway crossing three-fourths of a mile west of Traer be examined and caused to be put in passable condition.

The attention of Superintendent Ives was called to the matter, and after some correspondence regarding the crossing it was repaired.

N. DENSMORE, ROCKWELL, CERRO GORDO CO., IOWA, *Complainant*, vs. CENTRAL IOWA RAILWAY COMPANY, *Respondent*.	*Stopping trains for passengers and at railway crossings.*

Filed May 31, 1882.

DECISION OF THE COMMISSIONERS.

This complaint was made by Mr. N. Densmore, and is dated Rockwell, Cerro Gordo county, May 18, 1882. This station is twelve miles south of Mason City, on the line of the Central Iowa railway.

The case as stated by Mr. Densmore is as follows: Passengers coming from the east or north on the Chicago, Milwaukee & St. Paul railway lines, desiring to go south on the Central Iowa railway, arrive at the transfer too late for the regular passenger trains going south in the afternoon, the train from the north reaching the junction at 3:40 P. M., that from the east at 3:45 P. M., the Central Iowa train leaving its terminal point, Mason City, at 2:30 P. M.

In the absence of testimony or statement to that effect, the Board suppose that other and more important connections require the starting of this train before the arrival of what would seem to be its natural terminal connections.

There is, however, a freight train leaving for the south at 4:30 P. M., which, under the regulations of the company, is allowed to carry passengers, and would seem to a certain extent to supply the facilities needed. The station at Mason City of the Central railway is a little more than a mile from the crossing—the grade gradually descending until the crossing is reached, when it rises at the rate of fifty-three feet per mile for 1,100 feet, and for about one-half mile continues nearly level, then rises at the rate of fifty-three feet per mile for more than a mile. This freight train, however, does not stop at the transfer for passengers unless specially ordered to do so by the agent, and passengers are compelled, at great inconvenience and expense, to transport themselves and their baggage a mile or more to take the cars on this train. Mr. Densmore asks the Commissioners that this 4:30 P. M. freight train be required to stop at the C., M. & St. P. Ry. crossing for passengers going south.

Mr. Pickering, superintendent, in reply to a copy of Mr. Densmore's letter, gives two reasons why this train should not stop at this place. First, that the train is nearly always heavily loaded, and this depot crossing being in the bottom of a sag, if the train stops there it is difficult and burdensome to start again. Second, that it is not the desire of the company to carry passengers on freight trains, and that furnishing the traveling public two passenger trains a day each way, (which is certainly a liberal provision for a road doing the business this does.) If the road extends further accommodations on freight trains, the public should conform to the regulations of the company.

The regulations dated July 1, 1878, state that freight trains are not run for

the accommodation of passengers, that they will neither start from nor stop for passengers at platforms, and that as a matter of accommodation passengers are allowed to ride, but that baggage will not be checked; that passengers must provide themsslves with tickets to ride on these trains, and that the offices will not be kept open for that purpose.

The circular shows clearly that the company desires to make traveling on these trains as little attractive as possible, and regards the passenger traffic of these trains as hazardous and undesirable.

Two considerations enter, the Board believe, into the proper solution of this question: First, that on the arrival of the 3:40 train from the north, which is one of two passenger trains, and the 3:45 train, which the Board understands is the only passenger train from the east, and with the exception of this 4:30 P. M. freight train there is no opportunity for passengers to go south until 5 the next morning, or for a period of thirteen hours or more (this is a hardship on those who may live along the line between Mason City and the points where the other eastern roads connect with the Central), the circumstances would seem to justify the modification of a rule that in its general application might be correct. The other is the crossing of the C., M. & St. P. Ry. The Board understands that there is no law in this State requiring railroads crossing each other at grade to stop before crossing, but believe that custom has made it a law, and that any accident resulting from failure to stop before making such crossing would properly be regarded as negligence, and that the observance of this regulation would be all that is required by the traveling public. In addition to this, all the laws of this State that refer to railroad crossings seem based upon the theory that passengers and freight should be interchanged at these places, and this Board has construed the law on several occasions as authorizing them to require at the crossing comfortable passenger accommodations.

If these stoppages are necessary at the two crossings, it occurs to the Board that arrangements might be made for the accommodation of passengers so that they can take this train.

It is true that a grade of 53 feet to the mile, of 1,100 feet in length, occurs just past the crossing, but it also is true that the cars going south from what is practically the northern terminus of the road are generally empty, and it is possible that quite as heavy a train could be started on this short grade as could be hauled up the long grade farther south.

The traveling public has some rights acquired by the use of the railway, and among them there is none that partakes more of the character of the railway itself than that they are entitled to the privilege of reaching their destination without great delay, certainly without unnecessary delay, and that delays that in other modes of conveyance might not be serious, in railways are.

The Board is of the opinion that under the provisions of section 3, of the Commissioner law, "that a change in the mode of operating its road and "conducting its business, is reasonable and expedient in order to promote "the security, convenience and accommodation of the public," and say to

the Central Iowa Railway Company that this 4:30 P. M. train should be required to stop at the Chicago, Milwaukee & St. Paul crossing for passengers going south.

Des Moines, Iowa, September 13, 1882.

L. H. BRENT, WESTON, IOWA, *Complainant*,
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent*.
} *Overcharges.*

Filed June 5, 1882.

Complainant alleges that he shipped from Zanesville, Ohio, via the Chicago, Rock Island & Pacific Railway, to Weston, Iowa, one bureau, upon which he paid the freight in advance. At Chicago the bureau was transferred to the Chicago & Northwestern Railway Company, who, finding the article wrongly classified, added $2.26 to the freight to Council Bluffs. This, Mr. Brent objected to paying, and appealed to the Commissioners. They referred the matter to General Manager Hughitt, who had the alleged overcharge refunded, and the case was dismissed.

FRANK A. MARTIN, WASHINGTON, IOWA, *Complainant*,
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, *Respondent*.
} *Application for damages for personal injuries.*

Filed June 14, 1882.

Complainant avers that while in the employ of the Chicago, Rock Island & Pacific Railway Company, as foreman on section work, in discharge of his duties and through extreme exposure he caught cold, which settled in his eyes, one of them becoming nearly blind, and asks the Board if they have authority to compel the railway company to pay him for the time lost while he was disabled.

The Board replied that there was nothing in the Commissioner law authorizing them to interfere in matters of contract between the management of railroads and their employes.

J. C. TAYLOR, DES MOINES, IOWA, *Complainant*,
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent*.
} *Discrimination.*

Filed June 15, 1882.

Mr. Taylor complains that he is manufacturing and shipping lumber from Swan, a station on the Chicago, Burlington & Quincy Railroad, southeast of

Des Moines. The railroad company charges him $14.30 for a car of thirteen tons. On the 5th of June he shipped a car of lumber, weighing 32,900 pounds, on which he was charged $18.09. He complains that the charge is excessive, and has reason to believe that coal is carried in car-lots, twenty tons to the car, for seven dollars. Mr. Taylor says that he is prepared to ship two car loads of lumber per week. When he bought the timber which he is cutting into lumber the rates were ten dollars per car load, but advanced afterward to $14.30. He says that the Chicago & Northwestern are carrying lumber from Polk City to Des Moines for nine dollars per car, and he thinks ten dollars a full price from Swan, nineteen miles. He avers that the present rate is prohibitory, and if continued will compel him to quit the business. He ships mainly hard wood lumber, but would ship soft wood if freights were reasonable. He ownes timber enough at Swan to cut 1,000,000 feet, B. M., and that he must abandon it unless he can get better rates on freight to Des Moines.

DECISION OF THE COMMISSIONERS.

The rate charged Mr. Taylor by the Chicago, Burlington & Quincy railroad from Swan Station to Des Moines, a distance of nineteen miles, is five and one-half cents per hundred pounds.

This is a little less than the rate of the schedule as published in the "Granger Tariff," which was supposed to be reasonable.

The company positively deny that they are shipping coal from that station to Des Moines for seven dollars per car load, and claim that lumber is an article that will and should bear a higher rate than coal.

They state that the cars shipped for ten dollars per car were taken before the scales were put in, and when the load was estimated at 20,000 pounds. By referring to the bills left with the Board it will be seen that the rate of five and one-half cents per hundred pounds has been charged.

The Commissioners have no evidence before them to indicate that this rate for the distance is unreasonable, or that a higher rate is charged complainant than others for a similar service.

Des Moines, Iowa, June 22, 1882.

ALFRED WOOD, TRAER, IOWA, *Complainant*, vs. BURLINGTON, CEDAR RAPIDS & NORTHERN, AND THE CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANIES, *Respondents*.	*Lost goods.*

Filed, June 16, 1882.

Complainant shipped a box of plants, etc., to Thos. Sterling, Milton, Dakota, on the 4th of April, 1882. On the 16th of June he complained to the Board that the box had not reached its destination.

The Commissioners upon investigation found that the Burlington, Cedar Rapids & Northern Railway, which received the box at Traer, delivered it to the Chicago, Milwaukee & St. Paul Railway at Emmetsburg on the 14th of April, who transported it to Alexandria Station, Dakota, which point it reached April 23d, and the consignee was notified by mail at Milton, but owing to bad roads he did not call for it until May 1st, *forty-seven days* before complainant filed his claim in this office.

GRONEWEG & SCHOENTGEN, COUNCIL BLUFFS, IOWA, *Complainant.*
vs.
KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS RAILROAD COMPANY, *Respondent.*
} *Overcharge.*

Filed June 19, 1882.

DECISION OF THE COMMISSIONERS.

The complaint of Groneweg & Schoentgen, of Council Bluffs, against the Kansas City, St. Joseph & Council Bluffs Railroad Company is based upon a freight bill, which is as follows:

"HAMBURG, IOWA, June 15, 1882.

"*J. J. Hoppner, To K. C., St. J. & C. B. R. R. Co., Dr.*

Date of way-bill, June 15. No. 195. No. of car, 464, K. C.

Three barrels of sugar, two cases canned goods, two sacks coffee, six kits fish, one barrel meat; weight 1,625 pounds; rate thirty cents per 100 pounds	$4.90
One box merchandise, one case lye, one dozen measures; weight 150 pounds; rate thirty-six cents	.55
Two baskets; twenty pounds; rate seventy-five cents	.15
Three sacks meat and two boxes blacking; 220 pounds @ thirty-four and one-half cents	.75
Total	$6.35"

The rate per hundred pounds we have calculated, but they are evidently those charged. The "Granger Tariff" for the distance from Council Bluffs to Hamburg, fifty miles, was under the classification adopted for fourth class goods; viz., sugar in barrels, coffee in sacks, fish in kits, meat salted, canned lye, and sacked meats, allowed a charge of thirteen and one-half cents per 100 pounds; on measures, first class, twenty-two and one-half cents; on baskets, double first class, forty-five cents; and on blacking, third class, eighteen cents. On this tariff a class "A" road was allowed to charge ninety per cent of the established rate, or on this bill of goods:

1,625 pounds fourth class @ thirteen and one-half cents	$2.19
150 pounds first class, dry measures, @ twenty-two and one-half cents	.34
20 pounds baskets, double first class, @ forty-five cents	.09
220 pounds meat and blacking, third class, @ eighteen cents	.40
Total	$ 3.02
Or deduct ten per cent for class "A" road, same charges as this bill	.30
	$ 2.72

The rates from Harlan and Marne, on the Chicago, Rock Island & Pacific railway, on first class, twenty-seven cents; second class, twenty-two cents; third class, seventeen cents; and fourth class, fourteen cents. On this bill of goods at local tariff rates on that road for the same distance as Hamburg:

1,625 pounds of fourth class @ fourteen cents	$ 2.27
150 pounds dry measures, first class, @ twenty-seven cents	.40
20 pounds baskets, double first class, @ at fifty-four cents	.10
220 pounds sacked meat and blacking, third class, @ seventeen cents	.59
Total	$ 3.36

The rates on the Chicago, Burlington & Quincy and the Chicago & Northwestern correspond for same distances. The Granger rate would be forty-three per cent of this charge in controversy, and that of the main lines east from Council Bluffs fifty-three per cent.

While it is possible that the rate established by the "Granger Tariff" and clsssification was too low on short distances for small lots of goods, it seems to the Board that the rates adopted by the Kansas City, St. Joseph & Council Bluffs Railroad are so high as to place an embargo on the wholesale trade of Council Bluffs, or Missouri river points, so far as that road is concerned.

This does not seem to be the true policy of the railway company, or to best serve the interest of the wholesale or retail merchant. The railway is entitled to a reasonable price for the transportation of property, under the provisions of section 12 of the Commissioner law.

The Commissioners would recommend that a rate be fixed by the Kansas City, St. Joseph & Council Bluffs Railroad Company not materially higher than that charged by the three eastern lines referred to for the same service, which, while paying a fair remuneration for the service rendered, would enable the wholesale dealers in Council Bluffs, and other Missouri River points, to continue their business, and would recommend that the difference between the amount charged on this bill and the amount of modified bill be returned to Mr. Hoppner.

Des Moines, Iowa, August 16, 1882.

ST. JOSEPH, MISSOURI, October 21, 1882.

E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

Referring to the decision of the Commissioners upon the complaint of Groenweg & Schentgen against this company, I am instructed to say that the company, while most earnestly protesting against the decision, will comply with it by refunding to Mr. J. Hoppner the amount which the Commissioners deemed to be excessive. I beg to say in this connection, that I regret exceedingly not having presented to the Commission more fully than I did the whole of the argument, which I think the company has upon its side in this matter.

It is my belief that upon a further hearing, the Commission could not fail to reach the conclusion that the rates charged by the railroad company are fair and reasonable, but this case having been decided, I suppose there is no course left us but to comply; trusting, should another complaint be made, of our ability to convince the Commission that we are right.

Yours truly,

J. F. BARNARD, *Gen'l Supt.*

H. F. BOUSQUET, PELLA, IOWA, *Complainant,*
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, *Respondent.* } *Damages.*

Filed June 20, 1882.

PELLA, IOWA, June 16, 1882.

HON. JAMES WILSON:

DEAR SIR—I enclose to you bill of expense of damages on gasoline stove shipped to me by Cribben, Sexton & Co. Said stove was carefully crated, and damage could only have been caused by gross carelessness, making, as I think, a just claim against the Chicago, Rock Island & Pacific Railway Company, under the operations of the Railway Commission. I append certificate. This is a small item, but I have lost so much money in this manner that I want to commence to get some of it back again.

Yours truly,

H. F. BOUSQUET.

CRIBBEN, SEXTON & CO., *No. 75 Lake Street, Chicago, Illinois, sold to* H. F. BOUSQUET, *Pella, Iowa, June 9, 1882:*

One left side or legs, two-burner Aurora, 9½ lbs. castings at 8c.....	$ 0.76
Express charges on same....	60
	$ 1.36

To replace one broken by carelessness in transit, stove being crated to prevent breakage.

PELLA, IOWA, June 16, 1882.

I hereby certify that the bill for damages hereto attached is true and correct in every particular.

[Signed] H. F. BOUSQUET.

[On the twentieth of June, a copy of the complaint and bill were sent

Hugh Riddle, President of the Chicago, Rock Island & Pacific Railway Company, to which he replied as follows:]

CHICAGO, ILLINOIS, July 10, 1882.

E. G. MORGAN, ESQ., *Secretary Board of Railroad Commissioners of Iowa:*

DEAR SIR—Referring to yours of June 20th, covering a claim of $1.36 by H. F. Bousquet, of Pella, on account of parts of a gasoline stove broken (or alleged to be) in transportation, I enclose herewith letter of John Givin, Superintendent, embodying the information he was able to collect at Pella.

The stoves were shipped by a firm in Chicago who have signed a release exempting the company from claims for loss by breakage in consideration of the lower rates given, and their customers have the benefit of these lower rates. In the classifications furnished by the Illinois Railroad Commissioners, stoves and stove furniture at company's risk are placed in the 1½ (one and a half, first-class); when released, in third class. The party in question had the lower rates, and paid less than half of what he would have been charged had the goods been shipped at the rate authorized when not released.

The agent at Pella states that there was no appearance of breakage when the goods were delivered, but were receipted for as in good order, and no evidence to sustain the charge that the company or their employes were guilty of gross negligence.

Mr. Bousquet did not make any claim of the company's agent, before appealing to the Railroad Commissioners. Courtesy would seem to require that a claimant, *who knew he had a just claim*, should at least present it before resorting to the court.

Awaiting the decision of the Board,

I remain respectfully,

HUGH RIDDLE, *President.*

KEOKUK, IOWA, July 5, 1882.

HUGH RIDDLE, ESQ., *President:*

DEAR SIR—Yours 23d ultimo—I find that the stove was shipped from Chicago by C. S. & Co., "released" and "at owner's risk," and freight charged third class, 58 cents per hundred. Whereas, had it been at the company's risk freight would have been $1.24½ per hundred.

The stove was *crated* and no damage noticed at time of delivery, either by our men or Mr Bousquet's drayman. If any existed it was concealed by the crate, or else it occurred after it left Pella station while being hauled to Mr. Bousquet's store. We hold receipt in *good order*, which I enclose.

There is no evidence of rough handling at Pella station; and I am of the opinion that the stove—being a gasoline one—the castings were very light and *too thin and fragile* to bear even ordinary transportation.

There was no claim made on agent at Pella, and he never heard of the alleged damage until a few days before these papers were sent him for explanation.

I presume "release" for the stove is on file at Chicago station. It is an unusual thing for parties who ship their freight "at their own risk, released," in order to get the benefit of low rates, to afterwards make such claims as this; they know quite well that all such released goods are handled just as carefully as those carried at risk of the company.

Very truly,

JOHN GIVEN, *Div. Supt.*

DECISION OF THE COMMISSIONERS.

H. F. Bousquet resides at Pella, Iowa. On June 9, 1882, he received from Cribben, Sexton & Co., of Chicago, Ill., a gasoline stove, *via.* the Chicago,

Rock Island & Pacific Railway, which he claims was damaged in transit. J. M. Cox was station agent at Pella, and had in his employ Thos. J. Leiter, as drayman, who delivered goods to consignees.

The railway company was released from liability when they accepted the goods in Chicago, and consequently gave reduced rates.

This Board held in the case of *Sam'l A. Ayres & Co. vs. The Chicago Rock Island & Pacific Railway Company*, that railroad companies are answerable "*for ordinary care.*"

J. M. Cox testifies that the stove was packed in brown paper, then crated with only half-inch slats at corners, and does not consider this way of packing substantial, and does not think the crating would stand ordinary usage in a freight train. He further testifies that the casting broken was too light to be shipped "set up."

Thos. J. Leiter testifies that he remembers hauling gasoline stove for Mr. Bousquet; that the nails in the ends of the boards forming the crate were drawn out; that the crate could be pulled apart with his hands.

The board are of the opinion from the evidence presented that the gasoline stove in question was not properly crated; that the risk of damage that ordinary care would not prevent was taken by the shipper; that ordinary care would not have prevented breakage, and that the Chicago, Rock Island & Pacific Railway Company is not liable for damage as claimed.

Des Moines, Iowa, December 20, 1882.

E. S. KENDALL, KELLERTON, IOWA, *Complainant*,
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent.*
} *Lost goods.*

Filed, June 30, 1882.

Complainant shipped from Ogden, on June 3, 1882, his household goods, consisting of boxes, sewing machine, bureaus, etc., to Kellerton, Iowa, *via.* Council Bluffs, over the C., & N. W. R'y. Not having heard from them, on June the 28th, he asked the Board to hunt them up. To a communication from the Commissioners General Manager Hughitt replied that the goods were delivered to the transfer company at Council Bluffs, June 6th. A card from Mr. Kendall, stating he had received his goods, was received July 5th, and the case dismissed.

S. M. HEWETT, HAMBURG, IOWA, *Complainant*,
vs.
KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS RAILROAD, SIOUX CITY & PACIFIC RAILROAD, CHICAGO, AND ST. PAUL, MINNEAPOLIS & OMAHA RAILWAY COMPANIES, *Respondents*.
} *Overcharge.*

Filed, July 24, 1882.

DECISION OF THE COMMISSIONERS.

Mr. Hewett complains that he was charged, and was compelled to pay, $59.25 for freight on a bill of castings from Hamburg to Sioux Falls. The weight of the castings on the bills of lading was different—on two of them 4,140 pounds, on the other 4,330. He regards the entire amount as exorbitant, but specially so the charges between Hamburg and Sioux City, amount to $37.60.

The charges for transportation were as follows: Kansas City, St. Joseph & Council Bluffs Railroad, from Hamburg to Council Bluffs, 50 miles, weight 4,140 pounds at 36 cents per 100 pounds, $14.90. It was probably drayed from the depot of the Kansas City road to that of the Chicago & Northwestern Railway, as the charges advanced by the Sioux City & Pacific Railroad Company were $16.90, or two dollars more than those received by the former company; this would make the drayage one dollar per ton.

The freight charged by the Sioux City & Pacific Railroad Company, which it seems from the way-bill had control of it from Council Bluffs to Missouri Valley, as well as from there to Sioux City, was for ninety-seven miles, 4,140 pounds at 50 cents per 100, $20.70.

The freight charged by the Chicago, St. Paul, Minneapolis & Omaha Railway Company for 155 miles was 4,330 pounds at 50 cents per 100, $21.65.

The castings seem to have been weighed by this company, and are charged for 190 pounds more weight than on the other roads.

The K. C., St. J. & C. B. R. R., 50 miles, 4,140 pounds, at 36 cents	$ 14.90
Drayage between depots at Council Bluffs	2.00
S. C. & P. R. R., 97 miles, 4,140 pounds, at 50 cents	20.70
C., St. P., M. & O. R'y, 155 miles, 4,330 pounds, at 50 cents	21.65
Total	$ 59.25

Under the classification made by the "Granger law," iron castings, light and loose, were rated as first-class freight, and upon the rates allowed by it the freight on this lot would be

K. C., St. J. & C. B. R. R.	$ 11.17
Drayage	2.00
S. C. & P. R. R.	18.50
C., St. P., M. & O. R'y	24.55
Total	$ 56.22

Deducting this from the rates charged, we have an excess of $3.03. This is greater than would have been charged over a continuous line for the same distance, as the short haul, the handling and transferring on three distinct and separate lines of road add materially to the cost of carriage. There is not now, and probably never will be, any large interchange of business between these lines, as they are parts of systems that are competitors. The amount allowed by the "Granger Tariff" on this lot of freight for the distance, 302 miles of continuous haul on one line, would be $47.16.

Considering the number of carriers through whose hands the castings passed, and in view of the fact that the rates are the published tariff for the distances on each line, the Commissioners are of the opinion that this is not a case that calls for their interference.

Des Moines, Iowa, February 10, 1882.

C. W. ROBISON, DUBUQUE, IOWA, *Complainant*,
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY AND ILLINOIS CENTRAL RAILROAD COMPANY, *Respondents*.

For failure to comply with section 1292 of the Code of 1873.

Filed August 1, 1882.

C. W. Robison and M. H. Moore, both wholesale lumber dealers at Dubuque, called the attention of the Commissioners to the fact that there is no connecting track, or "Y", at Webster City, by which cars could be transferred from the Illinois Central Railroad to the Chicago & Nortwestern Railway. The general managers of the connecting roads were notified and the "Y" put in.

C. J. BURT, PRESIDENT, DUBUQUE, IOWA, *Complainant*,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, AND CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondents*.

For failure to comply with section 1292, Code of 1873.

Filed August 2, 1882.

C. J. Burt, President Novelty Iron Works, Dubuque, wrote the Commissioners as follows: "Dubuque, July 28, 1882. Gentlemen: We this day "tried to ship a car of machinery that could not be unloaded, to Danbury, "Iowa, via Clinton, and the Chicago, Milwaukee & St. Paul Railway say: "'they have no track connections there.' *They should have.* Please look "into this."

The general managers of the connecting roads were notified, and Mr. Merrill wrote the Board, under date of August 15th, that he had ordered their proportion of the track put down.

SPENCER BROTHERS, RANDOLPH, IOWA, *Complainant*,
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent*.
} *Discrimination.*

Filed, August 4, 1882.

RANDOLPH, IOWA, August 1, 1882.

Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Within the last five weeks we have shipped four cars brick from Riverton to this point. Tariff rate is nine cents per one hundred pounds, which was $27.00 per car of 30,000 pounds.

Previous to shipping them we endeavored to obtain a rate of lower price on them, but obtaining no reply we were compelled to ship them at tariff rates. Meanwhile, Mr. J. Johnson, of this place, receives special rate of twenty dollars per car on brick to be used in building an engine house to an elevator already constructed four years. Engine house being rebuilt to *cheapen insurance.*

The railroad company's reply to our complaint of discrimination enclosed. We fail to see how the $20.00 rate (special) is "in the light of *public convenience.*"

We claim we were overcharged on four cars (at $7.00), $28.00, and refer it to your honorable body for consideration.

Respectfully,

SPENCER BROS.

DECISION OF THE COMMISSIONERS.

The complainants, Messrs. Spencer Bros., of Randolph, Iowa, shipped over the Chicago, Burlington & Quincy railroad four cars of brick from Riverton to Randolph. The cars contained thirty thousand pounds each, and complainants were charged nine cents per cwt., or twenty-seven dollars per car, the usual tariff rate, the brick to be used in a store building. Spencer Bros. asked a reduced rate, because Mr. Isaac Johnson, of Randolph, was conceded a lower rate of twenty dollars per car on brick to be used in building an engine house to an elevator on the company's grounds. The Commissioner law reads:

"No railroad corporation shall charge, demand, or receive from any person, "company, or corporation, for the transportation of persons or property, or "for any other service, a greater sum than it shall at the same time charge, "demand, or receive from any other person, company or corporation for a like "service, from the same place, or upon like conditions and under similar cir-"cumstances; and all concessions of rates, drawbacks and contracts for spe-"cial rates shall be open to and allowed all persons, companies and corpora-"tions alike, at the same rate per ton per mile by car load, upon like condi-"tions and under similar circumstances." * *

The railroad company evidently considered an elevator different from a private building, and on that account made the special rates. The law quoted above recognizes special rates, and the question for the Board to settle is whether the distinction is justifiable.

The local business of the railroads requires elevators, and the convenience of the people requires elevators, the erection of which might justify special rates from the companies, completing the railroad as a transporting power.

This case was one where an addition was built to an elevator, to be used as an engine house. It is reasonable to suppose that the additional safety to the elevator, and consequently to railroad property and business convenience, justified the company in making the special rate. It is customary for companies to give rates to public enterprises, and to enterprises in which they are partially interested, such as on materials to make roads to reach their stations, materials to construct factories, and material worked up in them, and product from them.

Both shippers are private individuals, but the use to which they applied the brick is different as regards their relations to the public. The railroad companies generally see to it that elevators are built, that the particular station may get its share of business. The store-keeper is assured more trade after the elevator is built, and further assured of its safe continuance by every safeguard that can be added to it. Elevators are often built by public enterprise to assure general convenience, the railroad company hauling the material, usually, at reduced rates.

The Commissioners think that there is a clear distinction in this case that justifies discrimination contemplated by the law-maker. One elevator man should have the same rate as another for car load lots, and one citizen the same rate as another for the same amount of goods of the same class under like conditions and circumstances.

As the Board interprets the law the same amount of the same class of goods should be carried the same distance for the same price, unless in exceptional cases like the one under consideration, and whenever a difference is made there should be good reason for it outside of favoritism.

The Commissioners therefore do not find that Spencer Bros. were unjustly discriminated against.

Des Moines, Iowa, September 12, 1882.

H. H. WITHINGTON, TOLEDO, IOWA, *Complainant*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY AND CHICAGO & NORTHWESTERN RAILWAY COMPANIES, *Respondents*.
} *Damages.*

Filed August 26, 1882.

TOLEDO, IOWA, August 25, 1882.

To the Honorable Railroad Commissioners of the State of Iowa:

DEAR SIRS—I present for your consideration and adjustment a matter which it seems I can have settled in no other way. The difficulty took place last March, and since then, and now has become somewhat complicated; therefore, please bear with me, and as best I can I will set the matter before you. About the fifteenth of March, 1882, I purchased of Thos. B. Wales, Jr., of Iowa City, Iowa, the imported thoroughbred Holstein heifer, "Alsie," No. 1631 of Holstein herd-book. "Alsie" was two years old March 3d, and was bred to the imported bull "Roclof," No. 989, Vol. v of

Holstein herd-book. Mr. Wales said the heifer was due to calve some time in April. On March 20th, Mr. Wales shipped the heifer *via* Cedar Rapids; consequently, over the Burlington, Cedar Rapids & Northern and the Chicago & Northwestern Railways. The heifer started from Iowa City at 2:15 P. M., March 20th, at which time Mr. Wales telegraphed to me of her shipment. I did not get the telegram until the 21st, about noon. Had there been no delay the heifer should have been in Toledo the 21st, on the 7 o'clock A. M. freight. Thinking, perhaps, she might have come to Tama City, two miles south of Toledo, and the starting point of the Toledo & Northwestern Railway coming to Toledo, some time during the day of the 21st, I went there at 3 P. M., but she had not yet arrived. Early the morning of the 22d, I again went to the depot at Toledo, and was told that the heifer came on the 9 P. M. freight March 21st. Accordingly I paid charges and the car was then opened, when I found the heifer loose in the car without a sign of feed or bedding of any kind, and a dead and frozen calf at her feet. The heifer was very weak from labor, and lack of food and drink. I had no doubt but what Mr. Wales properly cared for the heifer when he shipped her, and I believed the neglect and abuse came through the Northwestern Railway Company, so I immediately filed claims against the Chicago & Northwestern Railway Company for damages and loss to the amount of $125, of which the following is a copy:

TOLEDO, IOWA, March 22, 1882.

R. C. RICHARDS, *General Claim Agent for Chicago & Northwestern Railway Company:*

DEAR SIR—Allow me to present through E. B. Arnold, station agent at Toledo, Iowa, claims for loss and damage to the amount of $125, on thoroughbred Holstein heifer, "Alsie," No. 1631, Holstein herd-book, said loss and damage occasioned through neglect and delay of your railway company during shipment from Cedar Rapids to Toledo. The heifer was with calf, and due to calve in April; was found in car this morning with dead calf at her feet; was not tied, and had neither feed nor bedding of any kind in car. She was shipped in good condition by Thos. B. Wales, Jr., from Iowa City, and left there at 2:15 P. M., as per telegram received, March 21st. Had she been forwarded without delay, and provided with feed and bedding, no damage would have been occasioned. Please give the matter careful attention. Very truly,

H. H. WITHINGTON, Toledo, Iowa.

About April 20th, the station agent gave me a rope halter to which was tied a tag bearing my address. Agent said he found it in the car in which the heifer was shipped. When I took the heifer from the car I saw no rope, nor did any of the persons whom I had to witness the condition in which the heifer was found. Among those who inspected the car were H. B. Belden and S. M. Loomer, of Toledo, and John Hogden, of Gladbrook. I do not doubt but what the rope was found in the car, but none of us saw it at the time, not even the agent. On May 5th, I received from R. C. Richards, General Claim Agent for Northwestern Railway Company, an answer to my claim, of which the following is a copy:

CHICAGO, May 3, 1882.

H. H. WITHINGTON, *Toledo, Iowa:*

DEAR SIR—Replying to your letter of March 22d, presenting claim for damage to heifer, and loss of calf by premature birth, would say that I have investigated the same, and find that when the cow was delivered to us at Cedar Rapids she was in poor condition and apparently sick; that she was placed in car by transfer man, and tied by him; that no bedding was furnished us, and we, therefore, left her in car as received. The car in which she was placed was dispatched by the first train after receipt, and we do not consider there was any delay or neglect on our part in any way, and I must

therefore respectfully decline entertaining any claim for injuries received by cow, or death of calf.

Yours truly,

R. C. RICHARDS, *G. C. A*

After receiving Mr. Richards' reply, I consulted Messrs. Ebersole & Willett, attorneys, at Toledo, and they gave it as their opinion that the Burlington road, having received the heifer in good condition and abundantly supplied with feed and bedding, it was *their* business to properly make the transfer at the Rapids and deliver her as received. I then sent a claim for loss and damage to the Burlington road, of which the following is a copy:

TOLEDO, IOWA, July 1, 1882.

Gen'l Claim Agt. for the Burlington, Cedar Rapids & Northern R'y Co:

DEAR SIR—Allow me to present claims for loss and damage to the amount of $125.00. Said damage done to thoroughbred Holstein heifer "Alsie," No. 1631 of Holstein Herd Book, resulting in premature birth of calf, either during transit over your road from Iowa City to Cedar Rapids, or through gross neglect or carelessness in transfer from your road to the Northwestern, on March 20, 1882. Now, my dear sir, I beg your time for the perusal of a somewhat lengthy explanation, which is necessary to set forth the facts in their true fullness. The heifer is an imported animal, and was purchased of Thos. B. Wales, Jr., of Iowa City, Iowa, and by him was shipped from Iowa City, March 20, 1882, as per telegram, of which the following is a copy:

"IOWA CITY, March 20, 1882.

"Shipped heifer; starts at 2:15, by way of Cedar Rapids.

T. B. WALES, JR."

On March 21st I received the telegram, but the heifer did not arrive until sometime during the night of the 21st, and on opening the car early the morning of the 22d, the heifer was found to be *not tied* and without feed or bedding of any kind, and a dead calf at her feet. She was due to calve in April. The night of the 21st and morning of the 22d were very cold, and going so long without food aided in giving her inflammation of the udder which followed, and from which she has not yet fully recovered. Mr. Wales informs me, and is willing to take oath to the same, that the heifer was shipped in good condition and supplied with feed and bedding sufficient to last for a much longer journey. When the heifer arrived and I saw the condition she was in, and the neglect to which she had been subjected, I at once thought the blame belonged with the Northwestern Company, and I at once entered, complying with the conditions of the company in such cases, claims for loss and damage to the amount of $125.00, a very moderate estimate of the loss sustained. On May 5th I received an answer to my claim from R. C. Richards, Gen. Claim Agt. for N. W. R'y Co. After receiving Mr. Richards' reply I learned from good counsel that it was the business of the road on which the heifer was first shipped to properly transfer her, and to deliver her in same condition as received. Now, had your company transferred the feed and bedding with the heifer, and properly tied her, the chances would have been in her favor to have made a safe journey and at least have exempted you from neglect. Even if bedding alone had been transferred it would have rendered the car bottom less slippery and consequently lessened the danger of injury. Please give this matter your careful attention. Inclosed you will find my sworn affidavit before E. C. Ebersole, J. P., at Toledo, Iowa, to the truthfulness of the foregoing facts.

Address,

H. H. WITHINGTON,

Toledo, Tama Co., Iowa.

July 14th, I received the following answer:

CEDAR RAPIDS, July 12, 1882.

Your favor of July 1st.—Would say that we delivered the cow to the agents of the Chicago & Northwestern Railway, at Cedar Rapids, so far as external appearances are concerned, in good order.

Yours,

A. L. MOHLER.

To this I replied as follows.

TOLEDO, July 18, 1882.

A. L. MOHLER, *Cedar Rapids:*

DEAR SIR—Your's of the 12th is at hand, but you fail to deal with the real issue of the case. There is no doubt on the part of any one but what "the external appearances" of the heifer were about as good when you delivered her to the N. W. Co. as they were when you received her a few hours before, for she was properly cared for when you received her at Iowa City. But the point is this: Ought not your company to have transferred feed and bedding? And accident and loss having occurred from neglect to so transfer, is not your company responsible for such loss? You say you "delivered the cow to the agents of the Chicago & Northwestern Railway." No doubt of that; but if I ship stock to you do I not also deliver such stock to the agent of the road at the place from which such shipment is made? But does the fact of my delivering the stock to the agent of the road exempt me from responsibility, if loss and damage occur through my neglect to supply the animal with food and bedding? And it seems to me that your company, being properly furnished with things necessary for the comfort and health of the animal, are equally responsible as the first party would be. Please answer.

Yours truly,

H. H. WITHINGTON.

Then on July 21st comes the following:

CEDAR RAPIDS, IOWA, July 19, 1882.

H. H. WITHINGTON:

DEAR SIR—I am prepared to discuss this matter with you personally. I have nothing further to add than our previous expression. I believe that we were right, and fulfilled our obligation up to and including the time of the delivery of this property to our connecting line.

Yours,

A. L. MOHLER.

To this I replied thus:

TOLEDO, July 25, 1882.

A. L. MOHLER:

DEAR SIR—Yours of the 19th received. From both your first and last letter it seems evident that you intend to evade anything like a complete answer. Should I discuss this matter with you further it will be in a few days, and by proxy. But it seems best that I place this matter in the hands of the Railroad Commissioners, where, no doubt, justice may be reached without further parley.

Very truly,

H. H. WITHINGTON.

Mr. Wales, I believe to be an upright man. He tells me that the heifer was abundantly supplied with feed and bedding, and shipped in good condition; says he shipped one to Michigan at the same time, and more forward with calf than "Alsie," and she went through all right. In regard to the

value of the calf, Mr. Wales says that a calf of the pedigree of the one lost is worth $175, at six weeks old; and reference to any reliable breeder of Holstein cattle would, I think, confirm his statement. Another item, about which I said nothing to the railway company, was the loss of three inches of the heifer's tail by freezing. There being no bedding in the car, her tail became wet in her litter at time of giving birth to her calf, and the bush was found frozen when I took her from the car. I hoped to save it, but in May the end came off. This may seem a small matter, but any stockman would tell you that a stub tail would damage her for the show ring, for which she is otherwise well adapted. Knowing that this matter will receive your careful consideration I will add nothing further. Further information will be cheerfully given, or questions answered if desired.

Respectfully yours,

H. H. WITHINGTON.

Toledo, Iowa.

IOWA CITY, March 24, 1882.

MESSRS. H. H. WITHINGTON & SON, *Toledo, Iowa:*

MY DEAR SIR—I arrived home from the east last evening, and then learned through my son that he had just received your letter of 22d inst., with the sad news of the loss of the calf and the illness of the heifer. He had previously received yours of the day before, enclosing draft for $305.80. The heifer was placed in the car by my son, and properly fastened, and with plenty of bedding and hay; in fact there was so much brought by my team that I understand there was a question of taking some back, but it was all left, enough for three head, the men say. The run from here to Cedar Rapids is only thirty-two miles, and the train left at 2:15, so it must have reached there before night, and the heifer should have been delivered to the Northwestern at once, which probably was the case. Of course I cannot say, but I judge that the fault was with the Northwestern road, who should have forwarded the stock by first train, and probably neglected to do so, hence the delay you mention. I shall be glad to assist you in all possible ways to recover damages; and if I can do you any real service in the matter, will go to Cedar Rapids at any time you may name. While I was away my son sent a heifer, more forward if anything than yours, to Michigan, and no harm came of the journey I hope you will inform me how the heifer gets on. I am inclined to think she will come out all right, and the only loss will be that of the calf. If you wish to replace it I will let you have one at reduced price, on account of your loss.

Very truly yours,

THOMAS B. WALES, JR.

The complaint was received on August 26, and a copy sent to C. J. Ives, General Superintendent of the Burlington, Cedar Rapids & Northern Railway, and also to Marvin Hughitt, General Manager of the Chicago & Northwestern Railway. Their replies were as follows:

CEDAR RAPIDS, IOWA, September 11, 1882.

E. G. MORGAN, *Secretary R. R. Commissioners, Des Moines, Iowa:*

DEAR SIR—In reply to yours of 6th, I find on investigation that all the papers in claim of H. H. Withington are now in the hands of Mr. Hughitt, general manager of the Chicago & Northwestern Railway, but am advised by our people that the animal was delivered to that railway company in good condition and so receipted for. In this view of the case the liability, if any, for damages, would be with that company.

Yours truly,

C. J. IVES, *Gen'l Supt.*

CHICAGO & NORTHWESTERN RAILWAY CO.,
LAW DEPARTMENT, CHICAGO, Sept. 14, 1882.

To the Railroad Commissioners of the State of Iowa:

GENTLEMEN—I have received yours of September 6, stating complaint of H. H. Withington, of Toledo, Iowa. I have caused a careful examination to be made of the matters stated in the complaint, and find the facts to be as follows: On the 20th day of March, 1882, a cow was delivered to the Burlington, Cedar Rapids & Northern Railway at Iowa City by T. B. Wales, Jr., consigned to H. H. Withington, Toledo, Iowa. The cow reached Cedar Rapids and was delivered to this company March 21st at about ten o'clock in the morning by the transfer company at that place. She then appeared to be sick, and was very poor. The agent of the transfer company placed her in a car and tied her there. That car left for Toledo at 1:05 P. M. on the same day, and arrived at Toledo the same night. During the trip the cow gave birth to a calf, which was found dead in the car. No bedding was put in the car for the cow, as none was provided for her use. The cow was taken away precisely as she was delivered to this company by the transfer company. No notice was given to this company that the cow might be expected to calve on the route, nor was any suggestion made that any extra care should be taken of her on that account. It is evident that the cow would have come through properly if it had not been for the fact of the calf's being born that night in the car, concerning a prospect of which nothing was said to this company. I submit that it cannot be reasonably required of this company to take notice of the condition of all the animals delivered to it by the transfer company and provide extra accommodations for such animals as might be expected to need them, since indeed no notice was given this company of the condition of the animal, nor could this company be required to furnish bedding for animals shipped in its cars without its being contracted for by the parties shipping the animals. Second: A release was executed by Mr. Wales, the shipper, releasing the Burlington, Cedar Rapids & Northern railway company and all other lines over which the cow might pass from all damages to her not caused by a collision of the train. No contract was made with this company for the transportation of a calf, or for any care to be taken of a calf. The company transported the cow, as was its duty to do, and no serious damage seems to have been done, and none at all by the fault of this company. I submit that the shipper of an animal in the condition in which this cow was should have taken precautions to have provided proper bedding, and have notified the company of the extra care that might be required for the animal. Of course this company does not keep quantities of bedding on hand, nor is it required by law or custom to furnish bedding for animals transported in its cars. This is the duty of the shipper.

B. C. COOK, *General Solicitor.*

DES MOINES, IOWA, Sept. 19, 1882.

B. C. COOK, ESQ., *General Solicitor C. & N. W. R'y, Chicago:*

DEAR SIR—Your letter of September 14 in reply to complaint of H. H. Withington, Toledo, Iowa, is at hand, and in reply I am instructed by the Commissioners to send you an extract from the letter of Mr. Wales, of Iowa City, the shipper of the cow, which is as follows: "The heifer was placed in the car by my son and properly fastened, and with plenty of bedding and hay—in fact there was so much brought by my team that I understand there was a question of taking some back, but it was all left, enough for three head, the men say."

The Commissioners would like to hear from you as to whose duty it was to transfer the bedding, etc.; whether the Burlington, Cedar Rapids &

Northern Railway Company, the transfer company, or the Chicago & Northwestern Railway Company; also the relation of the transfer company to the railway company.

You say: "nor could this company be required to furnish bedding for an-"imals shipped in its cars without its being contracted for by the parties "shipping the animals."

Was Mr. Wales in fault? Was it his duty to have sent a man along to take care of the cow, or was it his duty to notify the company of the extra care that might be required for the animal?

Please state the charges for the transportation of this animal as compared with the ordinary charge for shipping cattle.

By order of the Board,

E. G. MORGAN, *Secretary.*

CHICAGO, September 21, 1882.

To the Board of Railroad Commissioners of the State of Iowa, Des Moines, Iowa:

GENTLEMEN—The letter of your Secretary, of the 19th, is received. Of course I do not know anything of the circumstances under which the heifer was placed in the car of the B., C. R. & N. R'y Co. I only know that the heifer was brought and tied in our car by the transfer company, and that no bedding was placed there. The transfer company is the same to us as any other shipper. That company is not connected in any way with this company, but is employed sometimes in taking freight from the cars of this company to the cars of others, and is employed by other companies in bringing freight to us. In this latter capacity it is not our agent at all. You ask if Mr. Wales was in fault. I answer that in my opinion that either Mr. Wales or the B., C. R. & N. R'y Co. was in fault. Undoubtedly, as a prudent man, it was the duty of Mr. Wales in shipping the cow just ready to calve, to take such measures as would secure bedding for the cow, and proper care. If he shipped the cow on the B., C. R. & N. R'y Co., without having made any provision for the bedding of the cow being transferred, or without sending a man to look after it, shipping the cow just as other animals are shipped, the universal custom being not to furnish bedding, then he was guilty of the want of proper care, and the fault is his. If he contracted with the B., C. R. & N. R'y Co., stating the condition of the cow to them, to furnish or to transfer bedding, then it was the duty of the B., C. R. & N. R'y Co. to see that the bedding was transferred precisely as it was its duty to see that the cow was transferred itself. I repeat that it cannot be the duty of this company, in my opinion, to have known that that cow would have required bedding, and to have had bedding in readiness and in the car when the cow was shipped, or to have provided bedding without compensation, and without being notified to do so, and without being at all notified that it would be necessary. I do not think that your Board will require us to have stacks of bedding in readiness at every point where we ship cattle, and experts to determine in what cases such bedding is necessary; while I think it would be a proper rule to require us to take extra care of an animal in the condition of this one, where we had been notified that such care would be necessary, and the proper bedding had been provided or contracted for by the shipper.

I am very respectfully your obedient servant,

B. C. COOK, *General Solicitor.*

P. S.—As to rates, we have, and I believe all railroads have, a uniform custom of charging more for the transportation of an animal when shipped alone in a car than for a car load. Our rule is to estimate the weight of a

single head at 2,000 lbs. weight, or a single horse at 2,500 lbs. The charges of this company on this cow were $5.80 from Cedar Rapids to Toledo. We paid the B., C. R. & N. R'y Co. $6.05, their charges.

B. C. COOK, *G. S.*

TOLEDO, IOWA, September 21, 1882.

E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Yours of the 19th is at hand. I sent the freight-bill, with the claim for damage, to R. C. Richards, General Claim Agent for the N. W. R'y Co. This was in compliance with the conditions of the bill, in case of trouble between railway company and shipper. By my diary I find the freight on the heifer was $11.85, and if I remember rightly the charges to Cedar Rapids were $4.35.

Very truly,

H. H. WITHINGTON.

DECISION OF THE COMMISSIONERS.

H. H. Withington resides in Tama county, Iowa, About the 15th of March, 1882, he bought a thoroughbred Holstein heifer from Thomas B. Wales, of Iowa City. The heifer was shipped at 2:15 P. M. on March 20th at Iowa City, *via* the Burlington, Cedar Rapids & Northern Railway and Chicago & Northwestern Railway to Tama City. She reached Cedar Rapids on the 20th, and was delivered by a transfer company to the Chicago & Northwestern at 10 A. M. March 21st, and reached Tama City at 9 P. M. of the same day. The heifer was due to calve in April. R. C. Richards, of the Chicago & Northwestern, says she was in poor condition and apparently sick when received from the Burlington, Cedar Rapids & Northern. When the car was opened on the morning of the 22d at Tama City a calf was found with the heifer, dead and frozen. Mr. Withington complains that the heifer suffered because food and bedding were not transferred from the Burlington, Cedar Rapids & Northern car to the Chicago & Northwestern car. When it was cold enough to freeze a calf bedding was undoubtedly necessary, but the transfer company could not be expected to move that which had been under the heifer in the Burlington, Cedar Rapids & Northern cars, and no bundles were shipped with her for that purpose. The Chicago & Nortwestern Company had no notice of the condition of the animal that would have suggested extra care, nor does it appear from the correspondence that the train men of the Burlington, Cedar Rapids & Northern had notification of her liability to need special attention. The heifer would not have suffered for want of food from Cedar Rapids to Tama City.

The trip from Iowa City to Tama City was made reasonably fast, and we fail to find negligence on the part of either company. The heifer required expert personal attention during the journey, and if Mr. Withington was not aware of the time of pregnancy of the heifer, Mr. Wales risked her life in shipping her under such circumstances. Correspondence shows that cows have been shipped safely alone in similar condition, but it is well established among stockmen that excitement, such as transportation by rail,

will often cause mishaps. The Board, therefore, are of the opinion that the negligence of the shipper was the cause of the loss, and the railway companies are not liable for damages.

Des Moines, Iowa, December 19, 1882.

TOLEDO, IOWA, December 22, 1882.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—A copy of your decision on my claim for damages of C. & N. W. and B., C. R. & N. R'y Cos. is received. I thank you for your careful and candid investigation of the case, and I suppose your conclusions are correct, but it turns out different from what I expected. I had no doubt at the start but the railway companies were responsible for the damages, but it appears from the facts gathered by your honorable Board that the shipper, Mr. Wales, was at fault. I shall send him a copy of your decision, and if he is as ready to do justice as he would be to receive justice, he will make it satisfactory. Indeed, it would be for his *interest* to *do* so.

Very respectfully,

H. H. WITHINGTON.

M. DAVISON, PRESIDENT PLANO C., L. & M. CO., PLANO, IOWA, *Complainant*,
vs.
WABASH, ST. LOUIS & PACIFIC RAILWAY COMPANY, *Respondent*.
} *Breach of Contract.*

Filed August 26, 1882.

PLANO, IOWA, August 25, 1882.

Railroad Commissioners:

GENTLEMEN—We have been at large expense in sinking a coal-shaft on the line of the Wabash, St. Louis & Pacific Railway, at Plano, Iowa, and had the promise of a side-track by the M., I. & N. R'y, the predecessors of the Wabash. We were to grade and tie the side-track. We have done so. Now the Wabash Company wants to compel us to contract our coal to them without allowing us a living rate, and refuse to put in said side-track unless we work for them for almost nothing.

Have we any remedy, or must we fill up the coal-shaft and quit the business, after investing $8,000. Please answer.

Respectfully,

M. DAVISON,
President Plano Coal, Land & Mercantile Co.

DES MOINES, IOWA, August 30, 1882.

M. DAVISON, *Pres. P. C. L. & M. Co., Plano, Iowa:*

DEAR SIR—Your letter of August 25th was duly received and contents noted. The Railroad Commissioners understand you to ask them if there is any power in the Commission or the law to compel the Wabash, St. Louis & Pacific Railway Company to lay a side-track from their road to your coal mine. They think there is not, unless through your agreement with their predecessors, the Missouri, Iowa & Nebraska Railway Company. If you will send them a copy of this contract (which they suppose to be in

writing), they will examine it, and if there is any remedy will communicate with the officers of the railway.

The Board judges that you would hardly invest eight thousand dollars in the shaft and fixtures of a coal mine dependent for its successful operation upon railway facilities, without a written contract in which your agreements were fully set forth.

Under the provisions of the general railroad law any company can build a railroad where it chooses by complying with certain conditions. After it is built it is subject to State regulation, but the Commissioners know of no power in the State to compel a company to build a road or a siding to a coal mine.

They understand that it is the duty of the company to operate all roads they have built.

By order of the Board,

E. G. MORGAN, *Secretary.*

A copy of the complaint was sent James F. How, Third Vice-President of the W., St. L. & P. Co., who replied as follows:

ST. LOUIS, MO., Sept. 16, 1882.

E. G. MORGAN, *Secretary Iowa Railroad Commissioners, Des Moines, Iowa:*

Please see your letter to me, Sept. 7th, with correspondence of our General Superintendent in relation to same. I think after reading it that you will feel as I do, that Mr. Davison has nothing to complain about, as he did not keep his part of the agreement he had with our company.

After satisfying yourself that we have done no wrong in the matter, will you please return the papers to me.

Yours truly,

JAMES F. HOW, *3d Vice-President.*

The Commissioners, after an examination of the papers sent by Mr. How, found that Mr. Davison made a new contract with the W., St. L. & P. R'y Co., to have the side-track built on the 7th of September, and as he has never replied to their letter of August 30, they have dismissed the complaint.

RAND LUMBER COMPANY, BURLINGTON, IOWA, *Complainant,*
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent.*
} *Discrimination.*

Filed Sept. 19, 1882.

OFFICE OF RAND LUMBER COMPANY,
BURLINGTON, IOWA, Sept. 10, 1882.

HON. JAMES WILSON, *Traer, Iowa:*

DEAR SIR—We wish to know if the rates of freight on lumber by the car load as established and charged by the Chicago, Burlington & Quincy R. R. Co. from Mississippi points, namely: Keokuk, Montrose and Ft. Madison,

west, are approved and sanctioned by the Railroad Commissioners of Iowa. The rate from Keokuk to Burlington is 7½ cents per 100 pounds, Montrose to Burlington 6½ cents, Ft. Madison to Burlington 5½ cents. The rate of freight on lumber from Burlington to Chariton, Iowa, 130 miles, is 12½ cents per 100 pounds; from Keokuk to Chariton 12½ cents, Montrose to Chariton 12½ cents, and Ft. Madison the same, the railroad company shipping the lumber up and through Burlington to these points without any additional charge. This is the case to all points west, as far as the Missouri River. Now, we believe this to be an unfair and unjust discrimination against Burlington and our interests. The citizens of Burlington and Des Moines county have made large donations and investments to aid in the construction of said railroad, for which we are now paying heavy taxes, hoping thereby to secure some advantages on account of geographical position, but all such advantages are taken away by the action of the railroad company, and given to such small villages as Montrose, which has contributed nothing for their construction, and is entirely free from local taxation. If such practices are to obtain in Iowa, and are approved and sanctioned by the Railroad Commissioners, we may as well abandon our real estate in Burlington and remove our lumber and business to Montrose, where we can live cheaper and avoid a heavy corporation tax. If the railroad company can haul from Montrose to Chariton for 12½ cents per 100 pounds at a profit, they can haul from Burlington to Chariton for less than 12½ cents, Montrose being 32 miles below Burlington. We ask for a fair show for business, on account of geographical position, and must have it.

Yours truly,

WM. HORNER, *Secretary.*

A copy of this complaint was sent T. J. Potter, General Manager of the C., B. & Q. R. R., who replied as follows:

CHICAGO, ILL., Oct. 2, 1882.

E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have before me your favor of 19th inst., transmitting complaint of Wm. Horner, Secretary of the Rand Lumber Co., alleging discrimination against Burlington in the fact (which we admit) that our rates on lumber to points on our road in Iowa are the same from Montrose, Keokuk and Ft. Madison as from Burlington, although the distance is greater. In the course of my experience I have not always found it easy to reconcile the views of the carrier with those of the shipper, but this is the first instance I have encountered in which a shipper complains that others are treated *as well* as he is. It is easy to conceive the feeling which may actuate a complainant when he imagines that others have *lower* rates than he for the same service, but it is not so easy to imagine a business man who actually appeals to your Board to protect him in a monopoly which he fancies should be his by reason of his geographical location. While it is almost unnecessary, perhaps, to make serious answer to so absurd a complaint, it may be well perhaps to point out to what Mr. Horner's theory of a tariff, based wholly on distance, regardless of other conditions, would lead us. All the lumber sold at Iowa river towns comes down the Mississippi from the north, and the further it is rafted the greater is the expense of that rafting.

By agreement between all roads interested the rates from all the river lumber markets to the Missouri river and beyond, are based on the cost of the lumber rather than on the distance; that is to say, the rate from Burlington to Council Bluffs is less than the rate from Clinton to Council Bluffs, though the distance from Burlington is greater, because it costs more to get lumber from the stump to Burlington than to Clinton. Now were the rates based on distance it would be seen that the lower river points, Muscatine, Burlington, Keokuk, etc., could by no possibility share in the traffic in competition with Clinton, since the former would pay higher rates on the

logs in the first instance, and higher rail rates for the lumber when shipped. Consequently it follows that were Mr. Horner's doctrine applied strictly, he might possibly be the gainer in the territory immediately adjacent to his own city, but he would be completely shut out elsewhere. It does not seem to me that the practice of making uniform rates from all the river towns needs any defense before your Board. To adopt any other course would be to close up the line of our road to all markets except Burlington, and create a monopoly in favor of that city. It should be borne in mind that the cost of getting lumber to these lower river towns is greater than to Burlington, and strictly speaking they should perhaps have even a lower rate. We have however thought it just and reasonable to allow these lower towns to compete with Burlington at even rates, and have ourselves shouldered the misfortune of the extra haul in the effort *not* to discriminate against the lumber interests below Burlington. That in doing this we should encounter a complaint from Burlington is unexpected. The president of the Rand Lumber Company personally stated to me not long since that he thought the rates from Keokuk to the Missouri river should be *less* than from Burlington. Possibly it would be well for Mr. Horner to argue this subject with his president. *Distance* cannot in all cases be made the governing factor in the making of rates; to adopt it as such would be to crush out many thriving towns and industries and in many instances create offensive monopolies, and should we pursue such a policy your Honorable Board would be inundated with complaints. Even Mr. Horner would not, I think, be satisfied with the strict application of his own rule. I should be pleased to learn the opinion of the Board in this case, since should we be adjudged to be in the wrong it would work a radical change in the policy and rates of our road, and probably of others in your State.

Very respectfully,

T. J. POTTER, *General Manager.*

DECISION OF THE COMMISSIONERS.

This is a case in which Wm. Horner, secretary of the Rand Lumber Company, of Burlington, Iowa, complains that the rate—twelve and one-half cents per cwt.—on lumber from Keokuk, Montrose and Ft. Madison to Chariton, Iowa, is the same as the rate from Burlington to Chariton, and that the same rate is charged all points west as far as the Missouri river from the above mentioned points. He also complains that if the company can haul for twelve and one-half cents per cwt. from Keokuk to Chariton, it can haul from Burlington for less, and to refuse to do so will deny to Burlington lumber men any advantage on account of location and geographical position. By agreement between all roads interested the rates from all the river lumber markets to the Missouri river and beyond are based on the cost of the lumber rather than on the distance; that is to say, the rate from Burlington to Council Bluffs is less than the rate from Clinton to Council Bluffs. The Mississippi river is the furnishing point for all initial Iowa lumber manufacturing markets. It costs more to raft logs to Keokuk than to points farther up the river. If less freight to points west were not charged by the railroads from southern than northern markets the most northerly market on the river would do all the business at points that it could reach by railroad. The principle Mr. Horner asks to be applied for the benefit of Burlington as against points farther south would ruin the lumber business of that town where it came into competition with points farther north. The railroad

companies encourage manufacturing on their lines in Iowa by rates that enable competition with points in States farther east, and in this instance have arranged amicable rates that enable lumbermen all along the Mississippi river front to compete with one another, the railroad companies taking into consideration the cost of logs and encouragement necessary.. To change this would stop most of the southern lumber markets on the river, and with regard to manufactures in the interior of the State the same result would follow. The present arrangement respecting lumber enables all to do business while the compensation to the railroads varies. To a great extent a railroad company must protect the business on its lines in competition with like business conducted on rival lines under more favorable circumstances, or it loses that particular business. The Railroad Commission do not think it is their duty to so interfere as to destroy business so helped by a railroad company at its own expense for the purpose of adding that business to another locality.

The Commissioners understand Mr. Horner's complaint to be based upon the idea that a *pro rata* rate per mile should govern the Chicago, Burlington & Quincy Company in arranging their tariffs on lumber from the Mississippi river to points west. If this rule should govern in the shipment of lumber it should also in all other freight, and yet, outside of wool, butter, and possibly some other condensed forms of agricultural productions, there is nothing from the soil of Iowa that under a *pro rata* rate would bear transportation to the Atlantic cities. The principle underlying Mr. Horner's complaint, the Commissioners think, would be fatal to almost every Iowa interest, and if they are correct in their information, few interests would suffer more than the lumber manufacturers. The rate from Burlington west is not understood to be oppressive or unreasonable, and until it is so claimed the Board do not feel that it is their duty to disturb it, even if other points less favorably located receive the same.

Des Moines, Iowa, October 14, 1882.

GEORGE BENEDICT, MAXWELL, IOWA, *Complainant,*
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent.*
} *Damage to can of oil.*

Filed, September 23, 1882.

Mr. Benedict shipped from Dubuque by the Chicago, Milwaukee & St. Paul Railway to Maxwell a can of oil, which he claims was burst open while in transit, and oil to the value of $3.97 wasted. He says: "the company refuses "to pay damages on the ground that the goods were shipped at owner's risk."

A copy of the complaint was referred to General Manager Merrill of the C., M. & St. P. R'y, who after an investigation of the matter, ordered the

claim paid, although his company had carried the oil at half the regular rate on account of shipper assuming all risk of accidents while in transit.

Complainant acknowledged receipt of the money and asked to have the case dismissed.

TOWNSHIP TRUSTEES OF RED OAK, MONTGOMERY COUNTY, IOWA, *Complainants*,
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent*.
} *Discrimination.*

TOWNSHIP TRUSTEES OF GRANT v. SAME.

JOHN HATSWELL, OF RED OAK, v. SAME.

Filed, October 5, 1882.

To the Honorable Board of Railroad Commissioners of the State of Iowa:

The undersigned trustees of the township of Red Oak, in the county of Montgomery, State of Iowa, respectfully represent and show to your honorable Board, that there now exists in said county an unlawful combination between certain persons who are engaged in buying and shipping grain and other products of the country at the different railroad stations in said county and the Chicago, Burlington & Quincy Railroad Company, which said unlawful combination has been regularly formed by the adoption of written articles of association, containing pledges, promises, and penalties.

And your petitioners say that they are informed and believe that the aforesaid articles of association are to the effect that the members of said association bind themselves under penalties to ship all the grain and other products purchased by them to some eastern market by way of Chicago, over the said railroad company's road, and that said railroad company binds itself to give the members of said association advantages and facilities for shipping the commodities purchased by them, over other shippers of like commodities, and to give such members concessions of rates, drawbacks or contracts for special rates not given or allowed to other shippers.

We, therefore, pray that you will without delay investigate the matter and apply such remedy and relief in the premises as may be within your power under Chapter 77 of the Acts of the Seventeenth General assembly of the State of Iowa.

L. N. HARDING,
C. F. HALL,
HENRY PETERSON.
} Trustees of Red Oak township.

RED OAK, IOWA, October 3, 1882.

DEAR SIR—Enclosed please find a petition from the trustees of Red Oak township in this county to the Board of Railroad Commissioners, requesting them to investigate a complaint made about certain combinations here between certain persons and the C., B. & Q. R. R. Co., which the petition in part sets forth.

I request that you will at once and without any delay notify the members of the Board of the fact that the application for an investigation has been filed, and that the petitioners are urgent for a speedy investigation, and desire that it be held at Red Oak.

Yours very truly,

Z. T. FISHER.

Similar complaints were about the same date filed by the township trustees of Grant township, Montgomery county, and also by John Hatswell, of Red Oak, against the Chicago, Burlington & Quincy Railroad Company.

These cases being the same in all their facts the determination of the one case substantially disposes of all of them.

DECISION OF THE COMMISSIONERS.

This is a case in which the trustees of Red Oak township, Montgomery county, complain that there is an unlawful combination existing between grain-buyers at different railroad stations in Montgomery county and the Chicago, Burlington & Quincy Railroad Company; that there is an association of grain-buyers bound together for mutual benefit by articles of association, containing pledges, promises and penalties; that said association bind themselves under penalties to ship all grain and other produce to eastern markets over the C., B. & Q. R. R.; that said company binds itself to give the members of said combination better facilities for shipping than persons outside of the combination; and further, it binds itself to give the members of said combination concessions in rates not given to persons outside of said combination for like commodities under "like conditions and circumstances."

The Board notified the C., B. & Q. R. R. Co. of these complaints, and by correspondence and intercourse with its officers became possessed of all the facts in the case from both sides. The question raised comes under section 11, of the acts of the Seventeenth General Assembly, for the establishment of a Board of Railroad Commissioners, which is as follows: "No railroad "corporation shall charge, demand or receive from any person, company or "corporation, for the transportation of persons or property, or for any other "service, a greater sum than it shall at the same time charge, demand or "receive from any other person, company or corporation for a like service "from the same place, or upon like conditions or circumstances; and all "concessions of rates, drawbacks, and contracts for special rates, shall be "open to and allowed to all persons, companies and corporations alike, at "the same rate per ton per mile by the car-load, upon like conditions and under "similar circumstances." * * * Mr. T. J. Potter, General Manager of the C., B. & Q. R. R., says that the charge that a rate is given to this association that would be denied under similar circumstances to others, is not correct.

This case raises the fair construction of the statute quoted. A technical construction would render it useless, as far as preventing discrimination is concerned, because circumstances are never quite the same with regard to shipments. An association may be able to offer more goods than an individual of a given product of a special industry, and no good reasons exist for getting a lower rate than should be given to the individual who can offer the carrier less goods of the same product, in the same line of business. The association may own elevators that have cost considerable

capital to build, and railroads require elevators, but that is not a good reason why an individual who does not own an elevator should pay more for transportation if he loads without delay. There are about one thousand stations in the State. To each of these trains go daily to gather together the cars loaded for market. The shippers send, as it happens, one or more cars daily. Provision is made by all companies to take all the cars offered. The theory of the law is that it should cost about the same for like distances on all roads, giving to parallel roads about what produce grows, or is prepared for market, on tributary territory. The railroad manager knows about what locomotive power will be required at any season to do the work of carrying. The capacity of all the roads to move freight is equal to the requirement for it. From the standpoint of the carrier's interest, it is needless to make a rate less than what is fair and reasonable. From the shipper's standpoint, the rate should not be more than fair and reasonable. When such arrangements exist for moving the crops to market, to give rebates to any individual gives him an advantage over other shippers that he has no right to. When rebates are given to an association of shippers that are denied to an individual it puts him at a disadvantage in purchasing and tends to encouragement of monopolies, resulting in neighborhood dissatisfaction. "Like conditions and circumstances" seems to us to be applicable to all shipments made in the usual course of business arising as above described, where a shipper loading from an elevator or on the side track should expect the same rates. There is no good reason why a farmer or merchant should not get the same rate as an elevator man gets, provided he loads substantially in the same time. Grain is nearly all sent to market through elevators, and the investment in elevators has sufficient advantage over side track loaders without rebates. We do not believe that the law requiring like rates under like conditions and circumstances justifies distinctions between owners of elevators and other shippers.

In this case we recommend that like charges be made, where not less than full car load lots are offered at the same station, and if any concessions or drawbacks be given they should be open to all shippers offering freight of the same kind, in the same class, in the same line of business.

Des Moines, Iowa, Feb. 23, 1883.

J. R. JAMISON, OSKALOOSA, IOWA, *Complainant,* vs. CHICAGO, BURLINGTON & PACIFIC RAILROAD COMPANY, *Respondent.*	*Failure to comply with section 1288, Code of 1873.*

Filed October 2, 1882.

Mr. Jamison complains that the Chicago, Burlington & Pacific Railroad Company built their road last spring, but have failed to put in either cattle guards or crossings.

A copy of the complaint was sent John Sully, superintendent of construction, who referred it to S. C. Cook, president. Mr. Cook replied that the matter complained of was on the line of the Central Iowa Railway, and writes that he "presumes they are fully competent to attend to them." Mr. Pickering, superintendent and treasurer of the Central Iowa Railway, was then, December 7th, written to, who replied at once that owing to the failure of the contractors who had this line in charge to complete their work, his company had been obliged to assume the same. That he had ordered material for cattle guards, etc., on the ground and would put them in at the earliest possible day.

G. B. Nelson, S. C. McCune, William Burnside, Henry Steddon, and C. M. Chick, sent the Board, October 5, a complaint of the same purport as the above, which was referred to same parties with the same result.

JOHN N. HILL, FORT DODGE, IOWA, *Complainant*,
vs.
MINNEAPOLIS & ST. LOUIS RAILWAY COMPANY, *Respondent*.
} *Discrimination.*

Filed October 4, 1882.

DECISION OF THE COMMISSIONERS.

John N. Hill, of Fort Dodge, writes to the Board stating that the Minneapolis & St. Louis Railway Company charges four cents per hundred pounds more on lumber from Minneapolis to Badger, than it charges to Fort Dodge, nine miles greater distance.

C. H. Hudson, general manager of the M. & St. L. R'y, says: That the regular tariff schedules to Fort Dodge and Badger are fourteen cents a hundred pounds on lumber; that owing to a cut rate made by the Illinois Central Railroad Company at Fort Dodge, a reduction of four cents a hundred pounds on lumber was made to that point. Mr. Hudson says further: That the carriage of grain and lumber from these stations to points in Minnesota is clearly inter-state; citing the decisions of the Supreme Court of Iowa, in the case of *John A. Carton & Co. v. Illinois Central R. R. Co.*, and decisons of this Board to the same effect; *D. Armstrong & Co. v. Illinois Central R. R. Co.*, report of 1879, p. 15; *McClintock v. C., M. & St. P. R'y Co.*, and *B., C. R. & N. R'y Co.*, report of 1879, pp. 17, 18; *Crandall & Eyer v. Ill. Cent. R. R. Co.*, report 1881, p 132.

The question of jurisdiction raised by Mr. Hudson is well taken, and when raised in cases of this kind precludes the Board from recommending. We cannot insist on redress for shippers from Badger, while we are clear that rates should be at least as low for the shorter as the longer haul, unless reasons for exemptions exist.

If the rate made by the Illinois Central R. R. Co., at Fort Dodge, compels equally as low rates to be made at that point by the M. & St. L. R'y Co., and

as Mr. Hudson states, the rates of the M. & St. L. R'y to Badger are less now than the tariff schedules of 1874, presumeably reasonable, then, in order that the merchants and producers in the vicinity of Badger may profitably and conveniently transact business at home, the rate there should sympathize with the cut rate at Fort Dodge, as recommended by the Commissioners, in the case of *B. Lighthall v. Illinois Central Railroad Co.*

Des Moines, Iowa, January 20, 1883.

JOHN MEHLHOP, SON & CO., DUBUQUE, IOWA, *Complainants,*
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent.*
} *Discrimination.*

Filed October 23, 1882.

Complainants aver that goods shipped by them to parties along the line of the Chicago & Northwestern Railway, between Webster City and Sioux Rapids, are held by that road at Webster City and not forwarded promptly as they should be, and asked the Commissioners to investigate the matter. A copy of the complaint was sent General Manager Hughitt, who replied, that if Messrs. Mehlhop & Co. would give some specific case where freight has been delayed on the C. & N. W. R'y, between Webster City and Sioux Rapids, it would be promptly investigated. Messrs. Mehlhop & Co. subsequently wrote the Board that they thought there would be no further trouble in regard to shipments, and withdrew the complaint.

CITIZENS OF ADEL, IOWA, *Complainants,*
vs.
DES MOINES & FORT DODGE RAILROAD COMPANY, *Respondent.*
} *Failure to let passengers off at crossing of W., St. L. & P. R'y.*

Filed October 23, 1882.

Complainants call the attention of the Board to the fact that the Des Moines & Fort Dodge Railroad Company refuse to stop their trains at the crossing of that road with the Wabash, St. Louis & Pacific Railway near Waukee to let off and take on passengers who desire transfer from one road to the other.

The Board called the attention of Superintendent Gilmore, of the Des Moines and Fort Dodge road, to the facts as set forth in the letter of complaint, and his reply was "that the depot owned and used by them at Wau-"kee had been in use since the completion of their road, and all the business "houses of the place are located adjacent thereto. The Wabash, St. Louis &

"Pacific Railway crossing was about 1,300 feet north of the depot of the Des "Moines & Fort Dodge road, and trains as now run on the two roads did not "connect, and passengers had ample time to reach the depots of the respective "roads before the departure of trains. Besides, all trains were obliged to "stop before making crossing, and to stop at crossing would necessitate "three stops while passing Waukee," which he considered unnecessary.

Mr. Gilmore seemed anxious to accommodate the traveling public, and had given orders to conductors to stop and let off passengers whenever any one desired to get off at crossing.

This the Board, under the circumstances, were of the opinion was all the public could ask, and so notified the citizens of Adel.

EARL BILLINGS, OGDEN, IOWA, *Complainant*,
vs.
MINNEAPOLIS & ST. LOUIS RAILWAY COMPANY AND CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondents*.

Failure to comply with Section 1292, Code of 1873.

Filed Nov. 3, 1882.

Complainant, at the request of the business men of Ogden, calls the attention of the Commissioners to the fact that the Minneapolis & St. Louis Railway was finished to Angus in fall of 1881; that at Ogden it crossed the line of the Chicago & Northwestern Railway, and that the provisions of Section 1292, of the Code, had not been complied with; and that shippers and others desiring to transfer cars from one road to the other could not for the want of a "Y," or connecting track. The Board at once called the attention of the general managers of the intersecting roads to the requirements of the law relating to the putting in of a "Y," and both agreed to have the connecting track put in at once.

The Board are, however, advised that at this date (January 25, 1883) nothing has been done by either company, and the citizens of Ogden are patiently waiting.

E. E. GOULD, GOLDFIELD, IOWA, *Complainant*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondent*.

Failure to switch cars.

Filed November 9, 1882.

Complainant avers that he is shipping goods from Des Moines over the Chicago & Northwestern Railway, and cannot unload on the "Y." Burlington folks refuse to transfer, and asks: "What am I going to do?" To a copy of the complaint Superintendent Ives writes the Board "that the 'Y' was "placed there for purposes of transfer and not as a side track. There would

"be no objection, however, to our taking any cars from the 'Y' to our depot "at Goldfield for such remuneration as is allowed us under the tariff, but we "could hardly be expected to do such work for nothing."

Under date of December 9 Mr. Gould wrote the Board to drop the complaint.

C. W. ROBISON, DUBUQUE, IOWA, *Complainant.*
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondent.*
} *Discrimination and overcharge.*

Filed, November 9, 1882.

DUBUQUE, IOWA, November 4, 1882.

To Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I am obliged to call the attention of your honorable body to the exorbitant and unjust freight charged by the B., C. R. & N. Railway on lumber per car load, with a minimum of 24,000 pounds, from Independence to Oelwein, a distance of fourteen miles. Their rate is 6½ cents per 100 lbs. As I understand the law they are allowed to charge "a reasonable rate," and if a complaint is made it is to be determined whether reasonable or not by your honorable body. I wish to enter my most solemn protest at this rate which cuts me entirely off from that point in selling my lumber. If lumber could be shipped there from Dubuque the cars used would be Illinois Central cars, and I claim and respectfully demand your immediate and kindly attention to this unjust discrimination against this point. Trusting your favorable intercession in this matter, I remain, gentlemen,

With much respect.

C. W. ROBISON.

This was acknowledged November 10, and a copy sent General Superintendent Ives of the Burlington, Cedar Rapids & Northern Railway, who replied as follows:

CEDAR RAPIDS, IOWA, November 14, 1882.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Reply to yours of 10th regarding complaint of C. W. Robison, of Dubuque, on lumber rate to Oelwein. A rate of 12 cents per 100 pounds on lumber is made by the Illinois Central Railroad and Burlington, Cedar Rapids & Northern Railway. The Illinois Central Railroad allow Burlington, Cedar Rapids & Northern Railway 6½ cents on this rate. Mr. Robison has no cause of complaint as he gets a much lower rate than he could expect under the present arrangement between the roads. As our division of the rate is same, or very nearly so, as formerly allowed under the so called "Granger Tariff" for same distance, it cannot be called "unreasonable."

Yours truly,

C. J. IVES, *General Superintendent.*

A copy of this letter was sent to Mr. Robison, November 17.

DECISION OF THE COMMISSIONERS.

C. W. Robison, a wholesale dealer in lumber at Dubuque, ships lumber to Oelwein via the Illinois Central Railroad and the Burlington, Cedar Rapids & Northern Railway. The distance is eighty-three miles; seventy miles of the route is over the Illinois Central Railroad and thirteen miles is over the Burlington, Cedar Rapids & Northern Railway.

The joint rate is twelve cents a hundred pounds, of which, Mr. Robison says the Burlington, Cedar Rapids & Northern Railway gets 6½ cents, while the Illinois Central gets 5½ cents. The joint rate is altogether $6\frac{57}{100}$ cents per one hundred pounds less than the tariff of 1874; that is generally regarded as approaching reasonableness.

The Illinois Central Railroad Company evidently considers it wise to give the Burlington, Cedar Rapids & Northern Railway Company this per cent of the joint rate that it would get by adding the local rate to transfer allowances. The Illinois Central Railroad Company competes with other lines that haul from Mississippi River points, and when joint arrangements are made that are not unreasonable and that do not unjustly discriminate, there is no good cause for complaint.

The distance is less from Oelwein to points on the Mississippi River farther north than Dubuque, than from Oelwein to Dubuque.

If the Illinois Central Railroad Company and the Burlington, Cedar Rapids & Northern Railway Company see fit to make a low joint rate for a longer haul, this Board does not feel justified in interfering therewith.

Des Moines, Iowa, December 22, 1882.

L. H. DALHOFF & CO., BURLINGTON, IOWA, *Complainant*, vs. CHICAGO, BURLINGTON & QUINCY, AND WABASH, ST. LOUIS & PACIFIC RAILWAY COMPANIES, *Respondents*.	*Selection of route to market.*

Filed November 10, 1882.

DECISION OF THE COMMISSIONERS.

L. H. Dalhoff & Co. are merchants, located at Burlington, Iowa. They complain that goods shipped by them on the 16th of October, 1882, from Burlington to Solomon, a point on the Omaha branch of the Wabash, St. Louis & Pacific Railway, in Mills county, were not delivered at Solomon until about November 20th.

Mr. T. J. Potter, general manager of the Chicago, Burlington & Quincy Railroad says in reply to a copy of the complaint, "that the C., B. & Q. han-"dled none of the freight referred to."

The goods it appears from the evidence received were shipped by the Chi-

cago, Burlington & Kansas City Railway from Burlington to Sedan, a junction of the Chicago, Burlington & Kansas City Railway and the Wabash, St. Louis & Pacific Railway, from whence they were forwarded to Humeston and there held until November 20. Mr. A. C. Bird, general freight agent of the Wabash, St. Louis & Pacific Railway, admits the delay of the goods at Humeston, and says: "The delay was caused by the route selected by the "shippers."

Complainant says in answer to that, if the Wabash, St. Louis & Pacific Railway could not take the goods to destination they should not have accepted them. Complainant further says that the goods could have been shipped to Malvern or Shenandoah, within fifteen miles of destination, where the Wabash, St. Louis & Pacific Railway crosses the Chicago, Burlington & Quincy Railroad, but the Chicago, Burlington & Quincy Company refuse goods for that section because the Wabash will not receive goods from the Chicago, Burlington & Quincy Company shipped from Burlington, except at certain designated points, for the reason that the Chicago, Burlington & Quincy Railroad would get pay for the long haul, and the route by the Wabash is the longer route.

The Wabash denies refusing to receive goods from the Chicago, Burlington & Quincy Railroad, except at designated points.

Messrs. Dalhoff & Co. say that they are losing their trade in the localities mentioned in consequence of the want of harmony among the railroads through whom they could promptly reach their customers.

As guarantees for the future are the objects aimed at by the complainant it is not considered necessary to enter into a more minute investigation to determine which company has been at fault.

The Board is of the opinion that the shipper has the right to select the route that he may desire. It is the duty of the railroad officials to receive freight on their respective lines and bill it as the shipper desires. The long haul may be desirable to the carrier, but the convenience of the shipper should have primary consideration. The observance of this principle will give quite as much equality in the distribution of freight as arbitrary dictation by the carrier. No one can determine for the shipper as well and as satisfactorily as himself how he wants to reach his market, and any other policy will be productive of dissatisfaction. Messrs. Dalhoff & Co. have a right to ship by the Chicago, Burlington & Quincy to Malvern or Shenandoah, and it is the duty of the Wabash, St. Louis & Pacific Railroad Company to receive goods at those points and carry them to Solomon, Imogene, and other points on their line at their customary local rates where no joint rate is arranged for, just as it is the duty of Chicago, Burlington & Quincy Railroad Company to haul goods short distances over their line that have traversed longer distances over the Wabash, St. Louis & Pacific Railway. Any other conclusion would cripple trade without giving any benefit to the carrier. Freight naturally seeks the nearest or quickest or cheapest route to market, and the fewer obstacles it meets with the better for the public.

Freight, if allowed to enjoy this freedom, will distribute itself more satisfactorily over the railroads than if arrested and diverted by the carrier.

Des Moines, Iowa, Feb. 9, 1883.

HENRY D. SMITH, MONTICELLO, IOWA, *Complainant,*
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent.*
} *Overcharge.*

Filed November 16, 1882.

DECISION OF THE COMMISSIONERS.

This is a case in which Henry D. Smith complains that the Chicago, Milwaukee & St. Paul Railway Company charges him more than a fair rate on mill feed from Delaware Junction, in Delaware county, to Monticello, in Jones county.

Mr. Smith had mill feed shipped from Aplington and other points on the Illinois Central Railroad to Delaware Junction, thence *via* the C., M. & St. P. R'y to Monticello. He was charged seven cents per hundred pounds for one car, billed September 30, 1881, and subsequently charged six cents per hundred pounds for three cars of ten tons and upwards each.

The distance from Delaware Junction to Monticello, Mr. Smith says, is twenty miles. Class "C" roads, of which this is, were allowed by the tariff of 1874 to charge five and ninety-four one-hundredths cents per hundred pounds for twenty miles, plus twenty per cent, which would equal seven and one hundred and twenty-five one-thousandths cents. The regular rate charged by the C., M. & St. P. R'y Co. is seven cents, but a special rate now made is six cents per hundred, which seems to the Board to be reasonable.

Mr. Smith mentions a misunderstanding with the Ill. Cent. R. R. Co., regarding two cars that were sent to Farley by mistake and transferred there to the C., M. & St. P. R'y, but does not insist, as we understand him, on that point being made a part of his complaint.

It is difficult to arrive at what is absolutely right in all cases of charges for hauling freight. When the Board finds railroad companies charging less than the tariff of 1874 allowed, the presumption is that it is not excessive. and we have no evidence to convince us that the charges of the C., M. & St. P. R'y Co. in this case were too high.

Des Moines, Iowa, December 14, 1882.

B. LIGHTHALL, ALDEN, IOWA, *Complainant*,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, *Respondent*.
} *Discrimination.*

Filed Nov. 24, 1882.

ALDEN, IOWA, Nov. 23, 1882.

Secretary Railroad Commission, Des Moines, Iowa:

DEAR SIR—I wish to enter protest against the Illinois Central Railroad Company for discriminating against this place, or against me, in charges for freight on lumber from Dubuque and points east and north of there to Alden.

Their regular tariff on lumber from Dubuque to Iowa Falls, six miles east of here, is 13 cents per hundred pounds. From Dubuque to Webster City, twenty-five miles west of here, is 14 cents per hundred pounds. The rate from Dubuque to Alden is 13¼ cents per hundred pounds.

Their rate now, and for nearly a year past, is 10 cents a hundred pounds to both Iowa Falls and Webster City, and as we come in direct competition with both of these cities, this discrimination in freights has, and is, working greatly to my injury.

Now, has the railroad company a right to do this, and what steps will it be necessary for me to take to obtain redress? And is there any way in which I could obtain from them the amount already paid them in excess of the 10 cent rate to these other places? An early reply will greatly oblige.

Yours, very truly,

B. LIGHTHALL.

A copy of the complaint was sent Mr. W. K. Ackerman, President of the Illinois Central Railroad Company, November 24, and on the 6th of December the following reply was received:

CHICAGO, ILL., 5th Dec., 1882.

E. G. MORGAN, *Secretary Railroad Commissioners of Iowa:*

Your favor of the 24th ultimo, to our President, with enclosure of complaint of Mr. B. Lighthall, of Alden, has been referred to me for reply.

Our tariff rates on lumber from Dubuque to Iowa Falls are $25.95; to Alden, $26.45; to Williams, $27.05; to Blairsburg, $27.35; to Webster City, $28.00. These rates are for car loads of 20,000 pounds. About the 1st of July the Chicago & Northwestern Railway made a rate from Winona to Webster City of 14 cents per hundred, the same as from Dubuque. We protested that it was too low for 250 miles haul as against our haul from Dubuque of 172 miles, and that taking the purchase price of lumber at Winona as compared with that of Dubuque, it would rule the dealers at the latter place out of the business. The Chicago & Northwestern Railway would not agree to anything different, and in all reasonableness it seemed that we ought to protect Dubuque, and we therefore made a rate of 10 cents. The Chicago & Northwestern Railway then made the rate from Winona 12 cents, and it now stands 12 cents from Winona and ten cents from Dubuque. Had we maintained our tariff rates from Dubuque to Webster City, Dubuque and the Iowa points would have lost the business as well as ourselves.

These questions will come up, but it seems to me we have handled this one on good business principles. There has been no change in the rates to Iowa Falls or Alden, the ten cent rate at Iowa Falls referred to by Mr. Lighthall being simply our proportion of the through rates from Dubuque to points on the B., C. R. & N. R'y, and not applying to Iowa Falls locally. I may add that Webster City is twenty-two miles from Alden and I do not think this difference in rates at all interferes with the legitimate business of Alden.

I would be very glad to have the judgment of the Honorable Commission on the subject, for we mean to defend our patrons both shippers and receivers if possible.

Yours truly,

J. F. TUCKER, *Traffic Manager.*

DECISION OF THE COMMISSIONERS.

B. Lighthall is a lumber dealer residing at Alden, a station in Hardin county on the Illinois Central Railroad. He complains that he is charged 13¼ cents a hundred pounds on lumber from Dubuque, while the rate to Webster City, a station twenty-two miles west of Alden, is only 10 cents a hundred pounds. He further complains that the rate to Iowa Falls, a station on the same road, is only 10 cents a hundred pounds on lumber from Dubuque. J. F. Tucker, traffic manager of the Illinois Central Railroad, says that the 10 cent rate from Dubuque to Iowa Falls is not given to dealers, but is the Illinois Central's proportion of through business in connection with the Burlington, Cedar Rapids & Northern Railway. Mr. Tucker says with regard to the Webster City rate, that the Illinois Central formerly charged 14 cents per hundred pounds on lumber from Dubuque to that point. The rate to Williams is and was 13½ cents and to Blairsburg $27.35 per car of ten tons.

Mr. Tucker further says, that about the first of July, 1882, the Chicago & Northwestern Railway Company made a rate of 14 cents a hundred pounds on lumber from Winona, in Minnesota, to Webster City, a distance of 250 miles, the same rate as the Illinois Central charged from Dubuque, a distance of 172 miles. The Illinois Central thereupon reduced its rates from Dubuque to Webster, City to 10 cents a hundred pounds, when the Chicago & Northwestern reduced its rates to 12 cents, at which rates business is now being carried on by both roads.

There is a question of discrimination affecting merchants and producers, that arises whenever cut rates at competing points affect the non-competing points within reach of the competiton. Whether this condition of relative advantage and disadvantages to citizens living at competing and non-competing points is justifiable, is raised whenever the situation is the same throughout the State.

The rates to Alden, Williams, and Blairsburg are the same as fixed by the General Assembly in 1874, and presumably reasonable. The complaint is concerning the relative charge to Webster City with which those towns compete.

The proposition seems plain, that if lumber can be hauled from Dubuque to Webster City for 10 cents a hundred pounds, it can be hauled to Alden, twenty-two miles less distance, for the same amount. This would include all the stations east of Webster City, where more than ten cents a hundred pounds is now charged. It would compel the Illinois Central to conform its rates east of Webster City to rates fixed by the Chicago & Northwestern—however low—that runs into Minnesota, and thereby gives an interested character to traffic over it, as held by the Supreme Court of Iowa, in the case of *John A. Carton & Co. v. The Illinois Central Railroad Company*, unre-

ported. To require rates for shorter hauls to be made as low as for longer distances, would seem a rule just in itself, except when intruding factors like inter-state commerce in this case mark the exception.

Inter-state commerce comes into Iowa on all sides, and freight so coming can be hauled at any rate the carrier sees fit to charge at any given point, other considerations than the cost of service governing. A rule requiring that no more be charged at any point for hauling freight than for a greater distance would, if generally applied, give many of our markets to companies hauling from outside the State, without general benefit.

Traffic in this case on the Illinois Central is within the jurisdiction of the State, while that on the C. & N. W. is inter-state. Charges on lumber from Dubuque to any point on the Illinois Central can be considered by the Railroad Commissioners; charges on lumber from Winona to any point in Iowa cannot. To require the Illinois Central to lower its rates to all stations east of Webster City where it now charges more than ten cents a hundred, while we have no jurisdiction to require the C. & N. W. to lower its rates on either side of Webster City, would practically give Webster City market to the C. & N. W., as it could maintain its rates north and south at non-competing points above 10 cents a hundred, while it could make a rate at Webster City so low that the Illinois Central could not afford to lower its eastern rates accordingly. That part of the Illinois Central west of Iowa Falls does not pay more than reasonable interest on the investment now, owing to the sparsely settled condition of the country. Whatever recommendation is made by the Board must in this case comprehend especially the ability of the Illinois Central to comply with it in view of the independent condition of its competitor.

Some positions taken by us heretofore will, we think, suggest relief to the non-competing points, and at the same time have regard to the ability of the Illinois Central to adopt them. In making rates from Mississippi River points, the towns some distance apart are regarded as one, and in the Rand Lumber Company case, decided by this Board, we refused to interfere where rates to interior points in the State were the same from Burlington, Fort Madison, Montrose, and Keokuk. From the Missouri River rates are made the same eastward or westward from Council Bluffs or Omaha. The towns are regarded as one from a transportation standpoint. When a railroad is charging fair rates that gradually increase with distance, and is compelled to materially lower its charges when it comes into competition with a competing line carrying inter-state commerce, the stations on either side of the junction should be regarded as one with it, to the extent of sympathy in charges; so that the non-competing points may not have their business relations deranged by the cut rate at the competing point, and where cut rates are made when commerce is within the State on both competing lines, the rate at the competing point should not be less than for shorter hauls on either line. When the citizens of Blairsburg, Williams, and Alden go to Webster City for lumber because it is sold cheaper there by dealers on account of lower freights, they buy lumber that should have been stopped at

their towns, and the Illinois Central might just as well have left it there as to have hauled it to Webster City. The Illinois Central probably would prefer and could better afford to haul lumber cars to Webster City at ten cents a hundred rather than switch them out and into trains at Blairsburg, Williams, and Alden, but that is not a good reason for not hauling lumber to Blairsburg, Williams, and Alden at the same rate as to Webster City.

The principle we recommend is that the rates to points east from Webster City be gradually lowered, beginning at Alden and decreasing to Webster City, so that farmers can as well afford to buy at those points as at Webster City, where the rate is controlled by the Chicago & Northwestern. This arrangement will secure to the Illinois Central the carrying of lumber needed at stations on its own line. Farmers now going from Blairsburg, Williams or Alden to Webster City, buy lumber hauled by the Chicago & Northwestern Railway to some extent.

It will secure to the merchants of Blairsburg, Williams, and Alden their home business. The true theory of transportation requires that producers be accommodated at the nearest station. The people of no section of the State should be required to travel long distances to do business at a competing point because the rates to the stations nearer to them are so high comparatively as to forbid their dealing there. The cost of hauling is not so much in question in this case as neighborhood convenience.

There is no reason why this principle should not apply at every non-competing point in the State where business is deranged by the influence of cut rates at some adjacent competing point, and while in this case the reasonableness of the schedules of the Illinois Central prevents the Board from recommending all rates east of Webster City being made at least as low as at that point, we see no reason why they should not so sympathize with the Webster City rates as to retain home business to merchant, and farmer, and railroad.

Some of the railroad companies group neighboring towns in equal rates to prevent local derangement, overlooking distances to accomplish that purpose. The Commissioners recommend that the Illinois Central gradually reduce its rates east from Webster City as indicated.

Des Moines, Iowa, January 19, 1883.

J. H. YUNGELAS, WEBSTER CITY, IOWA, *Complainant.* vs. ILLINOIS CENTRAL RAILROAD COMPANY. *Respondent.*	*Application for removal and enlargement of culvert.*

Filed November 24, 1882.

Mr. Yungelas writes the Commissioners and asks them to come to Hamilton county and inspect a certain culvert located on the Illinois Central Rail-

road one and one-half miles east of Duncombe. He desires to have the culvert enlarged and moved to a more convenient place so the public highway can be straightened.

Mr. E. T. Jeffrey, General Superintendent of the Illinois Central Railroad, was asked by the Commissioners to investigate the location of the culvert and its capacity, which he did, and reported that while there was in his judgment no immediate necessity of a larger culvert, he would as soon as the frost was out of the ground in the spring, cause the culvert to be enlarged, which fact was reported to Mr. Yungelas, who reports to the Board that he was perfectly satisfied with the action of the General Superintendent.

APPENDIX B.

LEGISLATION AND DECISIONS.

LEGISLATION.

The following laws relating to railroad matters were enacted by the Nineteenth General Assembly of the State of Iowa.

CHAPTER 102.

CANCELLATION OF RAILROAD AID TAXES.

AN ACT Providing for the Cancellation of Taxes voted to aid in the Construction of Railroads. S. F. 361.

Be it enacted by the General Assembly of the State of Iowa:

SECTION 1. That in all cases where taxes have been or may hereafter be voted and levied upon the property of any township, city, or town in any county in this State, for the purpose of aiding in the construction of any railroad, under and by virtue of the laws authorizing and permitting the voting and levying of such tax, and when the railroad company to whom such taxes have been or may hereafter be voted has complied with the terms and conditions on which such aid or tax was or may hereafter be voted, and when such railroad company, by reason of the compliance with the terms and conditions on which such tax was voted, is entitled to receive the same and have such taxes collected and paid, neglects or refuses to receive such taxes or to permit the same to be paid and collected and certificates issued, as provided by law, for the period of six months after such tax is due and payable, such railroad company shall forfeit all *their* [its] right to such aid or tax; and the board of supervisors of the county in which such aid or tax was or may hereafter be voted and levied shall cause such tax to be abated and canceled on the tax-books of such county; *Provided*, that in all cases where taxes have been heretofore voted in aid of the construction of any railway it shall be the duty of the board of supervisors before causing the cancellation and abatement of such tax to give the railroad company to whom the tax was voted at least thirty days' notice in writing of their intention to abate and cancel such tax, such notice to be served like original notices.

Railroad companies entitled to receive tax voted failing to collect same within six months to forfeit right to same.

Duty of board of supervisors.

Companies to have notice.

SEC. 2. This act being deemed of immediate importance shall take effect and be in force from and after its publica-

Publication.

tion in the Iowa State Register and Iowa State Leader, newspapers published at Des Moines, Iowa.

Approved, March 16, 1882.

I hereby certify that the foregoing act was published in *The Iowa State Leader* March 18, and the *Iowa State Register* March 22, 1882.

J. A. T. HULL, *Secretary of State.*

CHAPTER 107.

S. C. & ST. P. LAND-GRANT RESUMED.

Sub. S. F. 40.

AN ACT to Resume all the Lands and Rights conferred upon the Sioux City & St. Paul Railroad Company by or under an act of Congress approved May 12, A. D. 1864, to Lands not heretofore earned by said Company.

Preamble.

WHEREAS, By an act of Congress, approved May 12, A. D. 1864, entitled "An act for a grant of lands to the State of Iowa, in alternate sections, to aid in the construction of a railroad in said State," certain lands were granted to the State of Iowa for the purpose of aiding in the construction of a railroad from Sioux City, in said State, to the south line of Minnesota, at such point as the said State might select, between the Big Sioux and the west fork of the Des Moines river, which grant was made to and accepted by the State of Iowa upon the conditions, restrictions, and qualifications therein named; and,

Ch. 134, 1866.

WHEREAS, By an act of the General Assembly of the State of Iowa, approved April 3, A. D. 1866, so much of the lands, interests, rights, powers, and privileges as were or might be conferred in pursuance of said acts of Congress, to aid in the construction of the aforesaid road, were disposed of, granted, and conferred upon the Sioux City & St. Paul Railroad Company; and,

WAEREAS, Said act of Congress further provides that if the road accepting said grant is not completed within ten years from its acceptance thereof, the lands thereby granted and not patented should revert to the State of Iowa for the purpose of securing the completion of said road; and,

Company failed to comply with terms of grant.

WHEREAS, Said Sioux City & St. Paul Company duly accepted said grant on the 20th day of September, A. D. 1866, but has failed to complete or cause to be completed any road on the line adopted therefor, from Sioux City to Lemars, in said State of Iowa, or any road in lieu thereof;

Be it enacted by the General Assembly of the State of Iowa:

Unearned lands resumed.

SECTION 1. That all lands, and all rights to lands, granted or intended to be granted to the Sioux City & St.

Paul Railroad Company by said acts of Congress, and of the General Assembly of the State of Iowa, which have not been earned by said railroad company by a compliance with the conditions of said grant, be and the same are hereby absolutely and entirely resumed by the State of Iowa, and that the same be and are absolutely vested in said State as if the same had never been granted to said railroad company.

Publication.

SEC. 2. This act being deemed of immediate importance shall take effect and be in force from and after its publication in the Iowa State Register and The Sioux City Journal, newspapers published in the State of Iowa.

Approved, March 16, 1882.

I hereby certify that the foregoing act was published in *The Sioux City Daily Journal* March 19, and the *Iowa State Register* March 23, 1882.

J. A. T. HULL, *Secretary of State.*

CHAPTER 112.

PUNISHING MALICIOUS MISCHIEF TO RAILROAD PROPERTY.

Sub. S. F. 30.

AN ACT to Further Diminish Liability to Railroad Accidents, and to Punish Interference with, and Injury to Railroad Property. [Amendatory of Chapter 3, Title XXIV, Relating to Offenses against Property.]

Be it enacted by the General Assembly of the State of Iowa:

Maliciously uncoupling cars punished as felony.

SECTION 1. If any person shall willfully and maliciously uncouple or detach the locomotive or tender or any of the cars of any railroad train, or shall in any manner aid, abet, or procure the doing of the same, such person shall be punished by imprisonment in the State penitentiary not exceeding five years, or by fine not exceeding one thousand dollars, or both, at the discretion of the court.

Running off locomotive, same.

SEC. 2. If any person shall unlawfully seize upon any locomotive, with or without any express, mail, baggage, or other car attached thereto, and run the same upon any railroad, or shall aid, abet, or procure the doing of the same, such person shall be punished by imprisonment in the State penitentiary not exceeding ten years, or by fine not exceeding two thousand dollars, or both, at the discretion of the court.

SEC. 3. If any person shall, without permission from the proper authority, wrongfully take or run any hand-car

Running off hand-car misdemeanor; when, felony; when, manslaughter.

upon any railroad in this State, he shall be deemed guilty of a misdemeanor, and on conviction thereof shall be fined not more than one hundred dollars, or imprisoned not more than thirty days, at the discretion of the court: *Provided*, that if by such unlawful use of any hand-car, any locomotive or car is thrown from the track, or a collision produced or any person injured thereby, he shall, on conviction, be imprisoned in the penitentiary for a term of not more than five years; *and provided, further,* that, if by reason of such unlawful use of any hand-car any person is killed, such person so offending shall be deemed guilty of manslaughter.

Same penalty for meddling with air-brake or bell-rope.

SEC. 4. If any person not an employe upon the railroad shall wrongfully interfere with any automatic air-brake or bell-rope upon any railroad car, or use the same for the purpose of stopping or in any way controlling the movement of the train, [he] shall be subject to the penalty provided in section three of this act for the unlawful running of a hand-car on any railroad; and any conductor or brakeman on a railroad train shall have power to arrest such person so offending and deliver him to some peace officer on the line of the railroad.

Train men may make arrest.

Approved, March 16, 1882.

CHAPTER 119.

LEGALIZING A SALE OF RAILROADS.

H. F. 404.

AN ACT to Legalize the Sale and Transfer by the St. Paul and Sioux City Railroad Company of its railroads in Iowa to the Chicago, St. Paul, Minneapolis and Omaha Railway Company, and to legalize the issue of its stock and bonds thereon by the last named company.

Preamble.

WHEREAS, The St. Paul and Sioux City Railroad Company, a corporation organized and created under and by virtue of the laws of the State of Minnesota, but owning and operating a railroad partly within the State of Iowa, sold and conveyed on or about the 9th day of May, 1881, its railway in Iowa and Minnesota to the Chicago, St. Paul, Minneapolis and Omaha Railway Company, a corporation organized and created under the laws of Wisconsin, which last named company has *been* since said time been operating the same as a part of its lines of railway and branches, and has issued stock and bonds thereon the same as upon other of its lines; and,

WHEREAS, Doubts have arisen as to the legality of the sale and transfer by the said St. Paul and Sioux City Railroad Company, a corporation organized and existing under the laws of the State of Iowa, to the Chicago, St. Paul,

Minneapolis and Omaha Railway Company of its railroad in Iowa; now, therefore,

Be it enacted by the General Assembly of the State of Iowa:

SECTION 1. The sale by the St. Paul and Sioux City Railroad Company of its railways in Iowa to the Chicago, St. Paul, Minneapolis and Omaha Railway Company, and the purchase of the said railway by the last named company, and the deed of conveyance made upon said sale dated May 9, 1881, and the issue by said purchasing company of its stocks and bonds upon said railways in Iowa in accordance with its articles of consolidation, are hereby fully legalized, ratified and confirmed, and made valid. Sale, purchase, and conveyance legalized; also, issue of stocks and bonds.

SEC. 2. This act being deemed of immediate importance shall take effect and be in force from and after the publication in the Iowa State Register, a newspaper published at Des Moines, Iowa, and The Sioux City Journal, a newspaper published at Sioux City, Iowa, said publication to be made without expense to the State of Iowa. Publication.

Approved, March 17, 1882.

I hereby certify that the foregoing act was published in *The Sioux City Daily Journal* March 21, and the *Iowa State Register* March 24, 1882. J. A. T. HULL, *Secretary of State.*

CHAPTER 122.

RAILWAYS CROSSING HIGHWAYS.

AN ACT to Amend Section (1) One, Chapter (47) Forty-seven of the Acts of the Fifteenth General Assembly in Relation to Crossing Highways. H. F. 139.

Be it enacted by the General Assembly of the State of Iowa:

SECTION 1. That section 1 of chapter 47 of the laws of the Fifteenth General Assembly be amended by striking from the end of said section the following words; to-wit, "At such place of crossing." Code, sec. 1262, re-enacted.

SEC. 2. This act being deemed of immediate importance shall take effect and be in force thirty days after its publication in the Iowa State Register and the Des Moines Leader according to law. Publication.

Approved, March 17, 1882.

I hereby certify that the foregoing act was published in *The Iowa State Leader* March 20, and the *Iowa State Register* March 22, 1882.

J. A. T. HULL, *Secretary of State.*

CHAPTER 123.

FOR THE RELIEF OF CLAIMANTS UNDER THE D. & S. C. LAND GRANT.

Sub. H. F. 317.

AN ACT to Repeal Chapter 153 of the Laws of the Ninth General Assembly, and to Amend Section 1 of Chapter 167 of the Laws of the Eighteenth General Assembly [in Relation to Lands held under Land Grants].

Be it enacted by the General Assembly of the State of Iowa:

Chap. 153, 1862 repealed.

SECTION 1. That chapter 153 of the laws of the Ninth General Assembly be and the same is hereby repealed.

Chap. 167, 1880, amended.

SEC. 2. That section 1 of chapter 167 of the laws of the Eighteenth General Assembly be and the same is hereby amended: First, by striking the words "the grantee" from the 11th line thereof and inserting in lieu of the words so stricken out the following: "Such person or company or on the application of a party claiming title to any land through such person or company." Second, by striking the word "grantee" from the 12th and 17th lines thereof and inserting in lieu of the word so stricken out the word "applicant."

Lands may be certified on application of company or its grantee.

Approved, March 17, 1882.

CHAPTER 133.

PROCUREMENT OF SITES FOR R. R. BUILDINGS IN CITIES AND TOWNS.

H. F. 415.

AN ACT to Authorize Incorporated Towns and Cities to procure and donate to Railway Companies sites for Depots, Machine-shops, and other Buildings. [Additional to Code, Title IV, Chapter 10, relating to Cities and Towns.]

Be it enatcted by the General Assembly of the State of Iowa:

Towns or cities may procure and donate to railway companies sites for buildings.

SECTION 1. That it shall be lawful for any incorporated town or city to procure for the purpose of donating, and to donate, to any railway company owning a line of railroad in operation or in process of construction, in such incorporated town or city, sufficient land for depot-grounds, engine-houses, and machine-shops, for the construction and repair of engines, cars, and other machinery necessary to the convenient use and operation of said railroad.

SEC. 2. Before such donations shall be made or appropriation of funds to procure land for such purpose, a petition shall be presented to the trustees or council of such incorporated town or city, signed by a majority of the resident freehold taxpayers of such incorporated town or city, asking that such donation be made and limiting the sum to be appropriated for that purpose. Upon the presentation of such petition, a special election of such city or town shall be called. On the ballots used at such election shall be printed the words, "for the donation" and "against the donation," and if a two-thirds majority of the qualified electors voting at such election shall vote for the donation, said trustees or council shall determine the site to be donated, designating the boundaries thereof, and the amount to be appropriated in procuring said site, not exceeding the amount named in said petition; and may in the name of such incorporated town or city procure said land by purchase or by payment of the estimated damages in case said land or any part thereof shall be taken in the name of such railway company by process of condemnation for railroad purposes, and may also vacate any streets and alleys within the boundaries of said site and may prescribe the terms, conditions, and limitations upon which such grant shall be made, which shall be binding upon the railway company accepting such donation: *Provided*, that land set apart as a park, public square or levee shall not be appropriated or donated under the provisions of this act, and no land occupied with buildings used for business purposes or as private residences shall be appropriated or donated under the provisions of this act, unless the consent of the owners thereof shall first be obtained.

Upon petition of majority of resident freehold taxpayers and approval by two-thirds of electors at special election.

May vacate streets and alleys for the purpose.

No public grounds to be taken, or improved property, without consent.

SEC. 3. This act being deemed of immediate importance shall take effect and be in force from and after its publication in the Iowa State Register and Iowa State Leader, newspapers published at Des Moines, Iowa.

Publication.

Approved, March 17, 1882.

I hereby certify that the foregoing act was published in *The Iowa State Leader* March 21, and the *Iowa State Register* March 23, 1882.

J. A. T. HULL, *Secretary of State.*

CHAPTER 146.

PAYMENT OF RAILROAD COMMISSIONER TAX.

S. F. 267.

AN ACT to Amend Section 8 of Chapter 77, Acts of 17th General Assembly, [Establishing a Board of Railroad Commissioners,] Making the Railroad Commissioners' Tax payable directly into the State Treasury.

Be it enacted by the General Assembly of the State of Iawa:

Chap. 77, 1878. Executive council to determine amount to be paid by railroads for railroad commissioners' tax.

SECTION 1. The executive council shall, on or before its annual meeting on the second Monday in July in each year, determine the amount required to be paid by each railroad company to meet the sum certified to by the board of commissioners, and shall levy the same upon the property of the railroad companies in the state, and shall notify each company of the said levy, and said tax shall be paid by the railroad companies into the state treasury.

To be paid into state treasury.

Chap. 59, 1878. Collection of tax.

SEC. 2. The taxes levied under the provisions of this chapter shall be due and collectible as provided by section 5, chapter 59, acts of 17th general assembly.

Publication.

SEC. 3. This act being deemed of immediate importance shall be in force from and after its publication in the Iowa State Register and the Iowa State Leader, papers published at Des Moines, Iowa.

Approved, March 20, 1882.

I hereby certify that the foregoing act was published in the *Iowa State Leader* March 22, and the *Iowa State Register* March 23, 1882. J. A. T. HULL, *Secretary of State.*

DIGEST OF JUDICIAL DECISIONS.

THE following is an abstract of the decisions of the Supreme Court of the State relating to railroads, corporations, and right of way that have been published since the date of our last report.

BROWN V. SMITH ET AL., 55 IOWA, 31.

Mechanic's Lien: ASSIGNMENT OF. The mere right to a mechanic's lien is not assignable; the lien passes by an assignment of the debt, under chapter 44, laws of 1874, only after it has been perfected by the filing of the claim.

SMITH V. CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, 55 IOWA, 33.

Negligence: WHEN CONTRIBUTORY: RAILROADS. The plaintiff, in assisting a passenger to a train on defendant's road in the night time, attempted to pass under one of a train of freight cars standing across the road, to which an engine was attached, and while under the car was injured by the starting of the train: *Held*, that he was guilty of contributory negligence precluding a recovery.

LANGAN & NOBLE V. SANKEY, 55 IOWA, 52.

Mechanic's Lien: ASSIGNMENT OF. A mere right to a mechanic's lien, before the lien has been perfected by the filing of the claim, is not assignable. Following *Brown v. Smith, ante*, p. 31.

Contract: WHEN VOID: EFFECT AS AN ESTOPPEL. A contract which is void as against public policy has no vitality for any purpose, and cannot be made the basis of an estoppel.

ADAMS COUNTY V. THE B. & M. R. R. CO. ET AL., 55 IOWA, 94.

Practice: AMENDMENT AFTER TRIAL: DILIGENCE. Where, in an equity case remanded by the Supreme Court for a decree, an amended pleading is permitted to be filed, setting up facts alleged to have been discovered by the party since the former trial, and which raise a new issue, the allowance of such pleading constitutes an adjudication of the question of diligence in discovering the facts pleaded, and such question cannot be again raised upon the trial.

———: ———: RE-TRIAL. In such a case the second trial is confined to the new issue raised by the amended pleading.

Res Adjudicata: PRACTICE IN THE SUPREME COURT. All questions covered by a decision of the Supreme Court in any case becomes *res adjudicata*, and will not be reconsidered or reviewed in a subsequent appeal in the same action.

FRANZ ET AL. V. SIOUX CITY & PEMBINA RAILROAD COMPANY ET AL., 55 IOWA, 107.

Municipal Corporations: CROSSING OF STREETS BY RAILROADS: DAMAGES. The owner of property in a city where the fee of the streets is in the public, cannot recover damages for the excavation of an adjacent street by a railroad in making a crossing for its track, under a license properly granted by the city, and when the work is done in a careful and skillful manner.

BAIRD V. CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, 55 IOWA, 121.

Verdict: INCONSISTENT WITH SPECIAL FINDING. Where a jury found specially facts which, under an instruction given by the court, would entitle the defendant to a verdict, it was held that a general verdict in favor of the plaintiff should have been set aside.

Practice in the Supreme Court: ENTRY OF FINAL JUDGMENT. A final judgment will not be entered in favor of an appellant, which will prevent the appellee from raising questions upon exceptions reserved in the court below.

VAN VRANKEN V. CEDAR RAPIDS & MISSOURI RIVER RAILROAD COMPANY ET AL., 55 IOWA, 135.

Contract: WHEN TIME IS OF THE ESSENCE: EFFCT OF EXTENSION. Where after default in the payment of the last installment due upon a contract for the conveyance of land, which made time of its essence, an extension for a certain time was granted upon consideration of the payment of interest at a higher rate, it was held that the provision of the original contract making time of its essence did not apply to the time as extended.

——: ——: TAXES. A provision making the time of payment of the essence of the contract to convey, was held not to extend to the time of payment of taxes on the land, no date being specified for their payment by the contract.

COUNTY OF BUENA VISTA V. I. F. & S. C. R. CO., 55 IOWA, 157.

Practice: NEW TRIAL: DEFENSE TO APPLICATION FOR. Section 3268 of the Code, does not contemplate a trial upon an application for a new trial made under its provisions, and it is not error to refuse to permit a party to answer and controvert such application.

Swamp Lands: PROOF OF SELECTION: EVIDENCE. The authority of agents appointed by the county court, under section 927 of the Revision, to select swamp lands, should appear by the records of the court; where such authority appeared only by the affidavit of a former county judge, made and attached to the list subsequent to the selection, and it did not appear that the list had ever been forwarded to and approved by the Surveyor-General, or the land department of the United States, it was held incompetent as evidence of title in the county.

MCKEAN V. THE BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, 55 IOWA, 192.

Evidence: RAILROADS: CONTRIBUTORY NEGLIGENCE. In an action by an employe to recover from a railroad company for personal injuries, the opinions of witnesses as to whether certain acts of the plaintiff were negligent, or as to what

he ought to have done under certain circumstances, are not competent. Evidence to establish contributory negligence should be confined to showing the custom of employes, or the danger attending a certain course of action.

Railroads: PERSONAL INJURY: CONTRIBUTORY NEGLIGENCE. Contributory negligence on the part of an employe will not relieve a railroad company from liability for injuries sustained by him where his negligence was known to other employes and no effort was made to prevent the injury.

MEHAN v. CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, 55 IOWA, 305.

Practice: NEW TRIAL: REVIEW OF ORDER GRANTED. While the Supreme Court interferes reluctantly with an order granting a new trial, yet when such order is made because of the misapplication of a legal proposition by the court, it will be reviewed the same as a ruling upon a demurrer or other legal question.

———: ———: SURPRISE. A party who is surprised on a trial by a witness testifying contrary to his expectation, and who before the close of the trial learns of other witnesses who will testify differently, cannot proceed with the trial, and after an adverse verdict obtain a new trial for the purpose of introducing such testimony.

PERIGO v. CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, 55 IOWA, 326.

Railroads: INJURY TO EMPLOYE: INSTRUCTION. An instruction considered, and held to assume the existence of a material fact in issue.

Negligence. The fact that an employe knows, or could know by ordinary care, of defects in the appliances about which he works which render his employment more than ordinarily hazardous, and still remains in the employment until he is injured, tends to show contributory negligence, but is not conclusive of such negligence.

———: ———: EVIDENCE. Statements made by one fatally injured, as to the cause of the injury, so far as they are treated as admissions, should be considered by the jury in connection with all the circumstances under which they were made, and given such weight as the jury believe them entitled to.

Employe: LINE OF DUTY: REASONABLE INFERENCE. In an action to recover for the injury of an employe of a railroad, it is not necessary for the plaintiff to show by direct and positive evidence that such employe was at the time of the injury in the line of his duty, and exercising proper care, but it is sufficient if such is the reasonable inference from the facts proven. Such inference cannot be drawn, however, when the facts are simply not inconsistent with it.

O'ROURKE v. C., M. & ST. P. R. CO., 55 IOWA, 332.

Foreign Judgment: IMPEACHMENT OF: GARNISHMENT. Where a garnishment in another State was pleaded as a defense to an action on an account, it was held competent for the plaintiff to show that the foreign judgment on which the garnishment was based was void for want of jurisdiction, because of matters extrinsic to the record.

KRAUS v. THE B., C. R. & N. R. CO., 55 IOWA, 338.

Evidence: MATTERS OF COMMON EXPERIENCE. A party is not required to introduce proof of matters of which the jury may be presumed to know as much as any witness.

Railroads: INJURY TO STOCK: NEGLIGENCE. Where stock is injured on a railroad which is unfenced, it is a question for the jury whether or not the injury was caused by the negligence of the railroad company. It is not necessary that stock should have been struck by a train to authorize a recovery under the statute.

HICKOX v. THE B., C. R. & N. R. CO. ET AL., 55 IOWA, 431.

Jurisdiction: WRIT OF ERROR TO JUSTICE: CIRCUIT AND SUPERIOR COURTS. The Circuit Court and Superior Court in a city have concurrent jurisdiction of writs of error to justices of the peace within the townships in which they are situated. Folllowing *Hickox v. Nutting, ante* 403.

CLARK v. THE K. C., ST. L. & N. R. CO., 55 IOWA, 455.

Railroads: INJURY TO STOCK: EVIDENCE. In an action to recover for injury to stock alleged to have been caused by its being struck by a railway train where there is no direct evidence of a collision nor of traces of one along the track, evidences to show that such traces are always found when stock is struck by a passing train is not admissible.

SANDVAL v. FORD & CO. ET AL., 55 IOWA, 461.

Mechanic's Lien: RAILROADS: TIME OF FILING CLAIM. A subcontractor on a railroad, to secure a mechanic's lien for work done, must file his claim therefor within sixty days from the last day of the calendar month in which the work was performed, the word "done" in the statute having reference to the time of the performance of the work, and not to the time when the work of the subcontractor is completed, and each month's work, for this purpose, being considered as separate from that of other months.

———: ———: NOTICE. As to notice there is no distinction between railroad and other subcontractors, the former, like the latter, being required to give notice of their claims within thirty days from the completion of their work to prevent payments being made to their principals.

MURPHY v. THE S. C. & P. R. CO., 55 IOWA, 473.

Trespass: HAY CUT ON LAND OF OTHERS: OWNERSHIP OF. One who cuts and stacks hay on uninclosed prairie owned by others, without authority, acquires no property in such hay, and, having neither ownership nor possession, cannot maintain an action for its destruction.

BENTON v. THE C., R. I. & P. R. CO., 55 IOWA, 496.

Evidence: RAILROADS: DAMAGES FOR PERSONAL INJURY. Evidence as to the state of health of the mother of a minor killed on a railroad is not admissible in an action by her to recover damages from the railroad company.

Instructions: ISSUES SUBMITTED TO JURY. Instructions should restrict the jury to the issues on which the case has been tried.

Railroads: PERSONAL INJURY: TRESPASSER. Where the plaintiff's intestate was a trespasser in a car of the defendant company, where he was discovered and ordered out by the conductor of the train, and in attempting to obey the order he fell under the cars and was run over and killed, it was held that the fact of his being a trespasser was not material in an action to recover for his death on the ground of the defendant's negligence.

———: ———: MEASURE OF DAMAGES. The deceased being a minor, the measure of recovery of his surviving parent for his death was the present value of

his probable earnings during the remainder of his minority, less the probable cost of his maintenance during the same time.

———: ———: CONTRIBUTORY NEGLIGENCE. Whether the deceased, a boy eleven years of age, was guilty of contributory negligence in attempting to climb out of the car while in motion, in obedience to the order of the conductor, was a question for the jury under all the evidence.

SNELL ET AL V. LEONARD, 55 IOWA, 553.

Taxation: IN AID OF RAILROADS: CONSTITUTIONAL LAW. Chapter 123, laws of 1876, authorizing the voting of taxes to aid in the construction of railroads, is constitutional. Following *Renwick, Shaw & Crossett v. The Davenport & Northwestern Railway*, 47 Iowa, 511.

———: ———: RAILROAD AND TELEGRAPH COMPANY. The fact that a corporation is authorized to construct and operate both railroad and telegraph lines will not invalidate taxes voted to aid in the construction of its road.

SMALL V. THE C., R. I. &. P. R. CO., 55 IOWA, 582.

Practice: CHAMPERTOUS CONTRACT: WHO MAY PLEAD. It is no defense to an action that the plaintiff has made a champertous contract for its prosecution.

———: ASSIGNMENT: CORPORATION. The power of a corporation to assign a cause of action cannot be questioned by the defendant in an action thereon by the assignee.

Railroads: FIRES CAUSED IN OPERATING: CONTRIBUTORY NEGLIGENCE. In an action to recover the value of an elevator, alleged to have been burned by fire communicated to it from the building of another which was set on fire by sparks from a locomotive on defendant's railroad, it was held that the contributory negligence of the owner of the building first burned would not constitute a defense.

———: ———: EVIDENCE: INSTRUCTIONS. Rulings on the admissibility of evidence, and instructions given, considered and approved.

———: ———: DAMAGES. The fact that the fire was communicated to the plaintiff's elevator from another building, and not directly from the defendant's engine, would not render the damages too remote to be recoverable.

Practice in the Supreme Court: REDUCTION OF VERDICT. The Supreme Court will not reduce the amount of a verdict on appeal where no claim that it was excessive was made in the trial court.

VARNER V. THE ST. LOUIS & CEDAR RAPIDS R. CO. ET AL., 55 IOWA, 677.

Railroads: CONTRACT FOR RIGHT OF WAY: FORECLOSURE OF. The plaintiff entered into a written contract with the defendant railroad company, by which he agreed to convey to it the right of way over a certain tract of land, in consideration of the payment of one dollar, the fencing of the track through the land, and the construction of a crossing for his use within a specified time. The road was built and afterward transferred by foreclosure to another company, but neither company ever complied with the terms of the contract: *Held*, a specific performance having been decreed,

1. That the measure of plaintiff's damages for the breach of contract was the difference in the rental value of the property caused thereby.
2. That the judgment for such damages would constitute a lien on the portion of the railroad located on the land covered by the contract.

Ross v. The C., R. I. & P. R. Co., 55 Iowa, 691.

Judgment: ASSIGNMENT: VALIDITY OF. Where an administratrix paid an attorney for services rendered in an action commenced by her decedent, by the assignment to him of a portion of the judgment recovered, in accordance with a contract made with the attorney by the decedent, it was held that the assignment would not be rendered invalid by the fact that such contract was champertous and void.

———: ———: NOTICE OF. Evidence considered and held to show that a judgment defendant, at the time of the payment of the judgment to the plaintiff, had notice that an interest therein had been assigned to another.

The I. F. & S. C. R. Co. v. The Storm Lake Bank, 55 Iowa, 696.

Tax Sale: REDEMPTION: MISTAKE. Where an owner of land redeemed from a sale thereof for taxes, receiving from the auditor a certificate showing that he had paid the principal, penalty, and interest of the taxes for which the sale was made, together with the principal, penalty and interest of the taxes for certain subsequent years, which had been paid by the purchaser, it was held that he was entitled to redeem from a future sale for certain specal taxes levied for one of the years covered by such certificate, but which were not included in those paid by the prior purchaser, although a deed had been executed upon such sale.

Johnson v. C., R. I. & P. R. Co., 55 Iowa, 707.

Railroads: INJURY TO STOCK: NEGLIGENCE. Where the plaintiff's horses were injured on the defendant's railroad, having entered on the track in the night through a gateway in defendant's fence, which was closed the evening previous, it was held that the fact that the gate was defectively constructed and out of repair would not raise a presumption that the injury occurred by reason of such defects, so as to cast upon the defendants the burden of disproving such facts, to defeat a recovery.

Barnes et al. v. The County of Marshall, 56 Iowa, 20.

Taxes: RECOVERY OF LOCAL AID TAXES: LIABILITY OF COUNTY. A county acquires no beneficial interest in taxes voted in aid of a railroad and paid to the county treasurer, and cannot be held responsible for their repayment when forfeited by the railroad company. The claim of the tax payer for the recovery of such taxes is against the fund in the hand of the treasurer, and not against the county, and no order of the board of supervisors is necessary to authorize their repayment. Beck, and Seevers, JJ., *dissenting*.

The B., C. R. & M. R. Co. v. The County of Benton, 56 Iowa, 89.

Res Adjudicata: COMPROMISE DECREE: ESTOPPEL. A compromise decree, entered in an action to recover on a contract, was held not to estop the defendant from denying the performance of the contract by the plaintiff in a subsequent action thereon.

Contract: COUNTY: WAIVER. Where a contract required a vote of the electors to render it binding on a county, it was held that its performance by the other party could not be waived, nor the county estopped from denying such performance, by the action of its board of supervisors in making payments thereunder.

MORRIS v. THE UNION PACIFIC R. CO., 56 IOWA, 135.

Jurisdiction: ACTION AGAINST NON-RESIDENT DEFENDANT: ATTACHMENT. Where in an action against a non-resident defendant, which was commenced by attachment, served by garnishing a supposed debtor of the defendant, and the defendant was served by publication only, the answer of the garnisnee showed that it was not indebted to the defendant at the time of the service of the attachment, it was held that the court acquired no jurisdiction to proceed in the action, though such answer disclosed an indebtedness to the defendant at the time it was made.

HART v. C., R. I. & P. R. CO., 56 IOWA, 166.
SAME v. SAME.

Railroads: NEGLIGENCE: SIGNALS AT CROSSINGS. In actions to recover for injuries received by the plaintiffs by reason of the frightening of the team they were driving, caused by the sudden opening of the escape valves of an engine attached to one of defendant's trains, standing at a public crossing, it was held that the fact that the defendant did not provide a flagman at the crossing, or give other signals to warn the plaintiffs of the movements of the engine, should be considered in determining the question of the defendant's negligence, such signals being required not alone to prevent collisions, but to enable travelers upon the highway to guard against other accidents as well.

Diligence. The defendant, in the use of its road, was bound to exercise reasonable care and diligence to prevent injury to the persons and property of those lawfully using the highway, and whether it did so or not was a question for the jury, under all the evidence.

MEEKER & CO. v. ASHLEY ET AL., 56 IOWA, 188.
SAME v. ANDERSON.
SAME v. SAME.

Taxation: IN AID OF RAILROADS: CONDITIONS OF TAX. Where prior to an election to vote upon the question of aiding in the construction of a certain railroad by a township tax, a paper was circulated among the electors, signed by the president of the railway company and having the corporate seal attached, providing that in case a tax was voted it should be collectible only at specified times and on certain conditions, which paper was issued by and with the consent of a majority of the directors of the company, it was held that the company was bound by its provisions.

———: ———: ———. Where a tax is voted payable only on condition that the road is constructed and ironed to a certain point, such condition is not fulfilled by the construction of a part of the line and the purchase of the remaining portion.

DAVIES ET AL. v. THE ST. L., K. C. & N. R. CO. ET AL., 56 IOWA, 192.

Railroads: CONTRACT FOR RIGHT OF WAY: FORECLOSURE. *Varner v. The St. L. & C. R. R. Co. et al.*, 55 Iowa, 677, holding that a contract for a right of way may be foreclosed, and a judgment for damages for the failure of the railroad company to comply with the same, may be rendered and established as a lien upon the portion of the road covered by the contract, followed.

KEYSER v. THE K. C., ST. J. & C. B. R. CO., 56 IOWA, 207.

Railroads: INJURY TO STOCK: EVIDENCE. A paper shown to be similar to an affidavit of the killing of stock, served on a railroad company, but not a copy, is not admissible to prove the contents of the affidavit.

———: ———. A railroad company is not liable in damages under the statute, for stock killed by its trains on depot grounds.

FARLEY v. C., R. I. & P. R. Co., 56 IOWA, 337.

Negligence: ———: RUNNING OF TRAIN. Where a caboose and two cars a half mile or more from the point where they became detached from the remainder of the train, ran over and killed the plaintiff's intestate, it was held that the conductor and brakeman, who were in the cupola of the caboose, were negligent in not sooner discovering the fact that they were detached, and in not being upon the tops of the cars where they could control their motions and give warning of danger.

———: ———: CONTRIBUTORY NEGLIGENCE. An employe of a railroad, whose duty required him to go a distance of about four hundred feet along the line of the track, and across the same, after waiting until a train had passed, stepped upon the track behind it, walking in the same direction it was moving, and was run over and killed by cars which had become detached and were following the train: *Held*, that he was not guilty of contributory negligence. SEEVERS, J., *dissenting*.

———: ———. The verdict in an action to recover for the negligent killing of the plaintiff's intestate on the defendant's railroad held authorized by the evidence and instructions given. SEEVERS, J., *dissenting*.

MILLER ET AL. v. THE IOWA LAND COMPANY ET AL., 56 IOWA, 374.

Public Lands: CONSTRUCTION OF GRANT: RAILROADS. *Courtright v. The C. R. & M. R. R. Co.*, 35 Iowa, 386, followed and held decisive of the present case, as to the proper construction of the land grant involved.

Conveyance: VALIDITY OF: TRUSTEES. Where trustees holding the title to lands for the benefit of a railroad company conveyed certain of the same for their own personal benefit, in payment for their services as such trustees, under authority from the board of directors of the railroad company, it was held that the validity of such conveyance could not be attacked by one claiming the land through a title adverse to that by which it was held by the railroad company.

MCMILLEN v. THE B. & M. R. R. Co., 56 IOWA, 421.

Evidence: OBJECTION TO DEPOSITION: PRACTICE. A deposition which has been read without objection upon one trial of an action cannot be objected to on a second trial, on the ground of incompetency of the witness.

SAWYER v. LANDERS & SON, 56 IOWA, 422.

Ad Quod Damnum: RIGHTS OF MORTGAGEE: WHEN NOT MADE A PARTY. A mortgagee, who is not made a party to proceedings for the condemnation of right of way for a railroad over the mortgaged property, may waive the omission and assert his claim to the award in the hands of the sheriff, and such claim, where it is shown that the property is insufficient to pay the mortgaged debt, and that the mortgagor is insolvent, constitutes a lien thereon superior to that of a prior attachment levied by a creditor of the mortgagor.

PAXTON ET AL. v. THE ILLINOIS CENTRAL R. Co., 56 IOWA, 427.

Railroads: DISCRIMINATION IN CHARGES: CONSTRUCTION OF STATUTE. No recovery can be had from a railroad company under section 10 of chapter 68, laws of 1874, for discrimination in charges for cars between different shippers of stock, unless it is shown that the shipments were made upon like conditions.

KEYSER v. K. C., ST. J. & C. B. R. Co., 56 IOWA, 440.

Killing of Stock: EVIDENCE. Proof that a notice and affidavit of the killing of stock served on a railroad company were similar to others introduced in evidence is insufficient.

———: ———. Evidence and instructions in an action to recover double damages for stock killed on a railroad considered.

HASTINGS & AVOCA R. R. Co. v. MILES ET AL., 56 IOWA, 447.

Contract: CONDITIONS: SPECIFIC PERFORMANCE. Evidence considered and held to establish certain conditions upon which an agreement to convey right of way to a railroad company was signed, and that such conditions had not been complied with.

VAN ORSDOL v. THE B., C. R. & N. R. Co., 56 IOWA, 470.

Negligent Construction: EVIDENCE. In an action to recover damages sustained by reason of the negligent construction of a railroad over the plaintiff's farm, the fact that the road is built as railroads usually are in such locations is no defense.

———: ———: DAMAGES. Where it is practicable in the building of a railroad to construct a culvert which will allow the passage of the water of a stream in its natural channel, it is negligence not to do so, and a landowner injured by such failure may recover damages.

———: ———: ———. A right of action to recover for permanent injuries to land resulting from the negligent construction of a railroad thereon accrues at the time the first injury is sustained, and not necessarily from the date of the construction of the road.

WELLS v. THE B., C. R. & N. R. Co., 56 IOWA, 520.

Practice: BILL OF EXCEPTIONS: SKELETON BILL. A skeleton bill of exceptions must identify the papers to be inserted by the clerk so as to leave nothing to his discretion.

Practice in the Supreme Court: ABSTRACT. Where an appellee files an additional abstract setting out evidence not contained in that of the appellant he cannot deny that all the evidence is preserved in the court below and presented to the Supreme Court in the abstracts.

Railroads: NEGLIGENCE: WAIVER BY EMPLOYE. Where it was shown that a brakeman, who was knocked from the top of a freight car by a bridge, had been employed on the same portion of the road for several years, and knew the height of the bridges, but remained in the service without protest, it was held that he thereby waived the negligence of the company in that regard.

JEFFREY v. THE K. & D. M. R. Co., 56 IOWA, 546.

Personal Injury: NEGLIGENCE. The plaintiff was employed by the defendant on a construction train, and in the discharge of his duty he walked to the rear of the train while it was in motion; when within five feet of the rear end of the last flat car in front of the caboose, the latter was uncoupled by the conductor, who warned the plaintiff to stop, and at a signal the engineer increased the speed of the train with a sudden jerk, which threw the plaintiff from the car, and he was run over and injured. In an action to recover damages for such injury it was held that a verdict for the plaintiff was supported by the evidence.

——: ——: EVIDENCE. In such an action it is competent for the plaintiff to show that the uncoupling of the cars while in motion was unusual.

——: ——: ——. It is not competent for a witness testifying in regard to the customary manner of operating trains to give an opinion as to the propriety or impropriety of a given method.

——: ——: INSTRUCTIONS. The giving and refusal of instructions considered and held to be without error.

I. M. & N. P. R. Co. ET AL. v. SCHENCK ET AL., 56 Iowa, 628.

Taxation: IN AID OF RAILROADS: CONDITIONS OF TAX. Where by the conditions of a tax voted in aid of a railroad it was not to be payable until the road was constructed between two specified points, the construction of a portion of the line and the purchase of the remaining portion will not render the tax payable, although the constructed portion extends through the township in which the tax is voted.

MANUEL v. THE C., R. I. & P. R. Co., 56 Iowa, 655.

Practice: PLEADING: NEGLIGENCE. Where a petition claimed to recover of a railroad company for a personal injury caused by the negligent acts of co-employes, which acts were set out, it was held erroneous to refuse to instruct the jury that negligence must be proved in the manner alleged to authorize a recovery.

BON v. THE RAILWAY PASSENGER ASSURANCE Co., 56 Iowa, 664.

Insurance: ACCIDENT POLICY: RECOVERY ON. Under the provisions of a policy insuring the holder against accidents while traveling on the conveyances of any common carrier, provided he complied with the rules and regulations of such carrier and exercised due diligence for self protection, it was held that a passenger on a railway car, who was injured by being thrown from the steps of the car, where he stood while the train was approaching a station, in violation of a known rule of the company, was not entitled to recover.

LAVERENZ v. THE C., R. I. & P. R. Co., 56 Iowa, 689.

Personal Injury: CONTRIBUTORY NEGLIGENCE. The rule is that, as a matter of law, a person voluntarily going upon a railway track at a point where there is an unobstructed view of the track, and failing to look or listen for danger, cannot recover for an injury which might have been avoided by so looking or listening; but when the view is obstructed, or other facts exist which tend to complicate the question of contributory negligence, it becomes one for the jury.

——: ——: ——. Evidence considered and held to sustain a finding that a person who was killed while walking on the track of a railroad was not guilty of contributory negligence precluding a recovery by his administrator.

SMITH & BAYLIES v. THE C., R. I. & P. R. Co., 56 Iowa, 720.

Attorney's Lien: NOTICE OF: SUFFICIENCY. A notice of a claim for an attorney's lien, inserted by the plaintiff's attorneys in the original notice served upon the defendant in an action, is sufficient if properly signed.

——: ——: SERVICE ON CORPORATION. The service of notice of a claim for an attorney.s lien upon the agent of a corporation, upon whom the original notice in the same action is served, and at the same time, is a sufficient service to bind the corporation.

———: WHEN GIVEN: ACTIONS OF TORT. The right to a lien on money due his client in the hands of the adverse party, given an attorney by subdivision 3 of section 215 of the Code, is not confined to actions on contract, but exists in all actions where there is a money liability from the adverse party to his client.

———: NOTICE. A single notice that a lien is claimed is sufficient to cover all services rendered in the action by the claimant, whether before or after the service of the notice.

HOGDON V. GREEN, 56 IOWA, 733.

Tax Deed: PRESUMPTION OF REGULARITY. Evidence held sufficient to overcome the presumption in favor of the recitals in a tax deed.

Deed: AS EVIDENCE: RECITAL OF CONSIDERATION. The recital in a warranty deed of the consideration therefor is not evidence to show that the grantee is a purchaser for value, as against one claiming adversely to his title.

O'CONNOR V. ST. L., K. C. & N. R. CO., 56 IOWA, 735.

Construction of on Streets: INSTRUCTIONS. Instructions, in an action to recover damages for injuries to property by reason of the construction of a railroad on the street adjacent, considered and held erroneous, as inapplicable to the issues made by the pleadings.

———: ———: DAMAGES TO ABUTTING PROPERTY. In such actions the measure of damages is the difference between the rental value of the property with the road as constructed and its rental value if the road had been properly constructed.

BOYLE V. THE C., R. I. & P. R. CO., 56 IOWA, 765.

Negligence: EVIDENCE CONSIDERED. The plaintiff is a laborer and an employe of the defendant. He was a shoveler working with a construction train. His duty required him to accompany the train and aid in loading and unloading the cars composing the train. The cars were known as flats. Petition alleges that the conductor of the train ordered him, among others, while engaged in the line of his duty. to get aboard the train, and that in obedience to this order he was climbing on the rear of one of the cars, when the engine, without any signal, suddenly pushed the car plaintiff was climbing on back against another car, caught his foot and ankle and greatly injured it, without any fault or negligence on his part.

The defendant pleaded that it was not negligent, and that plaintiff was guilty of contributory negligence. Trial by jury, verdict and judgment for plaintiff. Defendant appeals. Affirmed.

REED V. THE C., R. I. & P. R. CO., 57 IOWA, 23.

Practice: EVIDENCE: ADMISSION OF. Where certain evidence was ruled out, but afterwards the same in substance was admitted, it was held, if error, to be without prejudice.

———: INSTRUCTIONS. If the true meaning of the instructions was sufficiently plain, and could not have been misunderstood by the jury, there was no error.

———: PERSONAL INJURIES: MEDICAL ATTENDANCE. To recover for medical attendance and medicines, in actions for personal injuries, the value thereof must be established by proof; and where no value is shown, an instruction including reasonable compensation therefor is erroneous.

FURMAN v. THE C., R. I. & P. R. Co., 57 Iowa, 42.

Attachment: AGENCY: INSTRUCTIONS. Where household goods belonging to the wife were delivered to a railroad company for shipment by the husband, and were attached while in the defendant's depot, in a suit against the husband, and notice thereof was duly given to him while so acting as the agent of his wife, and in time to assert a right to the goods: *held*, that the law would recognize the husband as the wife's agent in transactions relating to the removal of their household goods; that she could not recover for failure to deliver the goods; and that the verdict was so in conflict with the instructions and the testimony it should have been set aside.

Instructions: PRACTICE. Where there was no evidence whatever, tending to show collusion, an instruction directing the jury to inquire whether the goods were seized by collusion on the part of the defendants was erroneous.

LEWIS v. THE C., M. & ST. P. R. Co., 57 IOWA, 127.

Evidence: NEGLIGENCE. A party cannot be chargeable with negligence for not doing that, which, if done, would afford him no protection; and evidence tending to show that plaintiff's failure to plow around his hay stacks did not contribute to the loss, was properly admitted.

———: INTERROGATORIES TO THE JURY. The interrogatories submitted to the jury for special findings must present specific questions of fact.

———: VERDICT NOT SUSTAINED. Where the plaintiff did not own, or have any interest in the land upon which the hay was cut, a verdict allowing damages for the destruction of the hay, is not sustained by the evidence. Having no property in the thing destroyed he cannot maintain an action for its destruction.

ROBERTSON v. ANDERSON, 57 IOWA, 165.

Taxation: ASSESSMENT: IMPROVENENTS ON LAND. While the improvements upon land, such as a patent limekiln and railroad switch, should be taken into consideration in determining the value of the land for the purposes of assessment and taxation, yet it is wholly immaterial whether the valuations of the land and the improvements are aggregated or stated separately.

HERRIMAN v. THE B., C. R. & N. R. Co., 57 IOWA, 187.

Statute Penalties: LIMITATION. An action under chapter 68, acts of the 15th General Assembly, to recover the forfeiture as provided therein, is an action to recover a statute penalty; that provision is criminal rather than remedial; and the limitation for the recovery of statute penalties applies.

———: NOT BARRED. Where the statute imposes two distinct, not alternative, penalties for the same act, the enforcement of one will not bar the enforcement of the other.

———: FORFEITURE: LIMITATION. The essential idea of forfeiture is a loss of property by way of punishment, and as used in the statute it indcates something more than compensation; and where so much of the claim as embraces a statute penalty is barred, the whole will be barred, for the same provisions of the statute of limitations must be applied to the entire claim.

RUSH ET AL. v. THE B., C. R. & N. R. Co., 57 IOWA, 201.

Tenants in Common: DEED BY ONE: DAMAGES. Where one of two tenants in common deeded the right of way through their premises to a railroad company upon certain conditions, and the company entered but failed to comply with the

conditions, the tenant granting the deed can maintain an action to recover damages for the breach of contract, and the other, the entry being without her consent, for the trespass.

TRUESDELL V. GREEN ET AL., 57 IOWA, 215.

Tax in Aid of. A tax in aid of a railroad, procured to be voted by representations that it would only be enforced as against non-resident tax payers, will not be sustained.

Tax Titles: VOID: BONA FIDE PURCHASER. Where the treasurer, after the adjournment of a tax sale, executed certificates, without a sale, to a pretended purchaser, pursuant to a prior private agreement with him, the tax titles and deeds based upon such certificates were absolutely void, and a purchaser thereunder, by warranty deed, for value and without notice, would not be protected as an innocent purchaser.

———: ESTOPPEL. Where the tax payer did not know prior to the construction of the railroad, that the work was being done on the faith of the tax voted in its aid, he is not estopped from denying the validity of the tax.

C. I. R. CO. V. THE M. & A. R. CO., 57 IOWA, 249.

Right of Way: ABANDONMENT. The provisions of section 1260, Code, as amended by act of 1874, in relation to the abandonment of a railroad line, clearly contemplate there may be an abandonment of a part of a constructed railway. Whether an abandonment exists depends upon the circumstances of each case.

———: STATUTE CONSTITUTIONAL. The statute, section 1260, Code, as amended by act of 1874, is constitutional. Following *Noll v. D. B. & M. R. Co.*, 32 Iowa, 66. The constitutionality of so much of the statute as provides for "assessing the damages," will not be inquired into in equity, there being a complete remedy at law.

———: ———: BECK, justice, *dissenting, held:* that a railroad through its entire extent, must be regarded as a unity; that while there was an intention to complete the work, there could be no abandonment; and that in this case no part of plaintiff's line had been abandoned.

ROBERTSON V. THE CENTRAL IOWA RAILWAY CO., 57 IOWA, 376.

Trespass: RIGHT OF WAY. Where the petition embraced two causes of action, damages for the trespass and for the right of way taken, and an offer of compromise was made and accepted in the case, both claims were thereby settled and adjusted.

———: COMPROMISE: DEED FOR RIGHT OF WAY. Under the pleadings the compromise stood in place of the judgment of a court, and upon payment of the amount agreed upon the defendant had the right to demand a deed for the right of way, and the court had jurisdiction to order the deed executed.

———: PRACTICE. The appointment of a commissioner to execute the deed for the right of way, upon the tender of the amount agreed upon therefor, without giving the party a reasonable time in which to execute it, if irregular, worked no prejudice, and affords no ground for reversal.

DRADY V. THE D. M. & FT. D. R. CO., 57 IOWA, 393.

Construction of side tracks over Streets. Where a railroad, duly authorized by an ordinance of a city, and also by virtue of section 1321, Revision, constructed its track along a certain street, it was held that the successor in inter-

est of said company had no right, after section 464 of the Code took effect, to construct switches or side tracks on said street without making compensation to the abutting lot owners for injuries resulting therefrom.

———: CONSTITUTIONAL LAW. Where a part of a statute is unconstitutional, that fact does not authorize the court to declare the remainder void, if the provisions are distinct and separable. Even if the defendant in this case could not be denied the right to construct the switch in question, yet it can be done only upon making compensation therefor.

———: COMPENSATION: TRESPASS. The compensation provided by section 464, Code, as amended, cannot be limited to damages for change of grade, but it includes all legitimate damages, and where the occupation of the street was unlawful, a party, if injured thereby, may maintain an action for the trespass before the permanent damages are assessed.

MEYERS v. THE C., R. I. & P. R. CO., 57 IOWA, 555.

Municipal Corporations: ORDINANCE: LIMITING SPEED OF RAILWAY TRAINS. Municipal corporations have power, as a police regulation, to pass ordinances regulating the speed of railway trains within the corporate limits, but such regulations must be reasonable and proper.

———: ———: UNREASONABLE AND VOID. Where an ordinance of a city limits the speed of railway trains to four miles per hour, and the road passes through agricultural lands, fenced on both sides, for three miles after entering the limits of the city, and before reaching the inhabited portion thereof, such ordinance operates as a restraint upon commerce, and, as to such portion of the road, is unreasonable and void.

ALLEN v. THE B., C. R. & N. R. CO., 57 IOWA, 623.

Damages: PERSONAL INJURIES: EVIDENCE. In an action for personal injuries sustained by a brakeman, while getting off a moving train to turn a switch, witnesses were allowed to testify that it was "in the line of his duty" for a brakeman to get off over the side of the car, while the train was in motion. *Held*, error.

———: ———: ———. Where witnesses for the plaintiff had testified that a certain "cattle chute" was constructed dangerously near the track, the evidence offered by the defendant that persons had frequently ridden past it holding to the side of the car, was proper and should have been received.

Instructions: CONSIDERED TOGETHER. All the instructions must be read and considered together, and where it is not probable the jury have been mislead by the omission of a certain qualification in one which was explicitly given in others, there was no error.

Negligence. Where a railway company erects "cattle chutes" in such close proximity to its track as to endanger the lives of its employes, in the proper operation of its trains, it is negligence. If the "chutes" are constructed so as to be reasonably safe for employes operating trains in a reasonable and prudent manner, the company is not chargeable with negligence.

Instructions: REFUSAL TO GIVE. Where the doctrine of an instruction asked was fairly presented in one given by the court, the refusal to give it, though proper in itself, was not error.

LANCE v. THE C. M. & ST. P. R. CO., 57 IOWA, 636.

Award of damages: APPEAL: OWNER AND MORTGAGEE. Where, in the condemnation of land for railroad purposes, the award of damages was made to the

owner and the mortgagee jointly, on proper notice to both parties, the owner may prosecute an appeal therefrom without uniting the mortgagee as a party to such appeal.

———: RIGHT OF WAY: GROWING CROPS: DAMAGES. If growing crops were destroyed by the appropriation of the right of way and entry thereunder, the owner may prove the value of the crops as an element of damage.

———: BUILDINGS: INCREASED RISKS: EVIDENCE. Evidence of the value of the buildings and a grove, and the increased hazard from fire by reason of their proximity to the track, was improperly admitted. It was proper to show the situation, and its effect upon the value of the property may be considered, but the increased danger of the destruction of buildings, and the like, by fire, is too remote and contingent for legal inquiry.

LAWSON v. THE C., R. I. & P. R. CO., 57 IOWA, 672.

Negligence: SPECIAL FINDINGS: INSTRUCTIONS. Several cattle were killed and injured by separate trains of defendant. In an action for the entire damage the defendant asked for special findings as to the amount of damage done by each train. The court submitted the questions with an instruction that if the jury found that damage was done by both trains, and that one train was operated with reasonble care, then they should answer the questions. No special findings were returned with the general verdict, whereupon the defendant moved to require the jury to return answers to the questions, which motion was overruled. *Held*, that the instruction was correct and the motion properly overruled; that under the general verdict the questions asked became immaterial; and that the statute, section 2808, Code, does not require special findings of immaterial facts.

———: ———: EVIDENCE: SUFFICIENCY OF TO SUSTAIN VERDICT. Where the evidence of negligence does not show such an absence of proof as to authorize the conclusion that the verdict was the result of passion or prejudice, the judgment will not be disturbed.

SLOCUMB v. THE C., B. & Q. R. CO., 57 IOWA, 675.

Right of way: LANDS CONVEYED SUBJECT TO. Premises adjacent to a railroad were conveyed to plaintiff, "subject to any right of way, said railroad may own over the same." The railroad company had previously become entitled to thirty-five feet in width from the center line of its track as right of way, but there was nothing of record showing the extent of such easement. The railroad was in operation at the time, and a fence had been constructed on one side near the track. *Held*, that plaintiff was advised by the presence of the railroad and the recitals in the conveyances that the railroad company claimed a right of way over the premises, and by inquiry could have learned the extent of that right; and that she must be regarded as having notice of all the facts which due and timely inquiry would have elicited.

———: ———: ADVERSE POSSESSION. Under the facts in this case the plaintiff being affected with notice of the acquisition of an easement over the premises by the railroad company, could not acquire title to any portion of the right of way by adverse possession.

———: DIVERSION OF COURSE OF STREAM: ESTOPPEL. Where the plaintiff stood by and saw the defendant at great expense divert the course of a small stream, which previously had touched the corner of her premises, without objection, until the work of such diversion had been completed, she will not be entitled to a mandatory injunction restoring the stream to its original channel:

The rule: "He who is silent when he ought to speak will not be heard to speak when he ought to keep silent," applied.

REUSCH ET AL. V. THE C., B. & Q. R. CO., 57 IOWA, 687.
LONG ET AL. V. THE SAME.

Practice: REINSTATING EVIDENCE. To justify the court in reinstating the evidence in a case, after it has once been stricken out for the reason it did not appear the evidence had ever been certified, it should at least be shown that it was duly certified within the time required by statute.

Eminent Domain: PUBLIC USE: DIVERTING COURSE OF STREAM. A railroad company may, under chapter 191, laws of 1880, condemn land for right of way for a channel and change the course of a stream, where the safety of the traveling public would be promoted thereby. For such object the land would be taken for a public use, authorizing the exercise of the right of eminent domain, and for that purpose the statute is not unconstitutional. Whether such right exists where merely the convenience and economy of the company would be promoted, not determined.

LAWRENCE V. SMITH, 57 IOWA, 701.

Railroads: SUBSCRIPTION NOTE: EVIDENCE. In an action upon a subscription in the form of a note, to aid in the construction of a railroad, it was competent for the defendant to show by the subscription papers and by the declarations of the agent who procured the note, that the railroad was to be built between certain points. The leasing of a part of the road between two points is not a compliance with the contract to construct a road between said points.

HICKENBOTTOM V. THE C., B. & Q. R. CO., 57 IOWA, 704.

Evidence: SUFFICIENCY OF: NEW TRIAL. Where the evidence fully sustains the verdict, the judgment of the court below must be affirmed; and newly discovered evidence, which is merely cumulative, will not entitle the party to a new trial.

MUNDHENK V. THE C. I. R. CO., 57 IOWA, 718.

Injury to Stock: DUTY TO CONSTRUCT CATTLE GUARDS. The statute, providing that every corporation operating a railway shall make proper cattle guards, where the same enters and leaves any fenced land, is imperative. The company has the right to fence at all places, except where the public convenience excludes that right, as at depot grounds; and under the facts of this case the question, whether the injury was done at a place where it was fit, proper and suitable for the defendant to fence, was properly excluded from the jury.

———: INSTRUCTION: EVIDENCE. An instruction, asked by the defendant, and based upon evidence not found in the record, was properly refused.

———: ———: LIABILITY FOR: ADMISSION OF: EVIDENCE. In an action to recover for injury to stock by a railroad train, evidence that defendent's road-master agreed upon an arbitration is not competent to show the liability of the company. An offer to arbitrate is not an admission of liability, nor would any admission by the road-master, at another time and place, be deemed the admission of the company.

———: ———: INSTRUCTION. The giving of an instruction based upon a theory wholly unsupported by the evidence, was misleading, and prejudicial error.

———: ———: DOUBLE DAMAGES: AFFIDAVIT FOR: AMENDMENT: SERVICE. The affidavit, served for the purpose of entitling claimant to double damages for stock killed by a railroad train, need not specifically designate the place where the injury was done. The jurat to such affidavit may be amended within such reasonable time as not to cause essential injury to the other party, and the notice of claim and the accompanying affidavit may be served by the plaintiff or any other person.

INDEX.

PAGE.

ACCIDENTS—
to persons during the year 21
killed and injured, how 21
caused by walking on track 21
table of 79
ADVISORY COMMITTEE—on differential rates 33
APPENDIX—
A, adjustment of complaints 411
B, legislation and decisions 569
ASHALL, F. C., complaint of against Central Iowa 433
AYRES, S. A. & CO., complaint of against the C., R. I. & P. 415

BELLAMY, S. K., & SONS, complaint of against various lines 493
BENEDICT, GEO., complaint of against C., M. & St. P. 553
BILLINGS, E., complaint of against C. & N. W. and M. & St. L. 559
BLACKMORE, E. L., *et al.*, complaint of against Illinois Central 455
BOND, N. J., complaint of against W., St. L. & P. 451
BOUSQUET, H. F., complaint of against C., R. I. & P. 535
BRENT, L. H., complaint of against C. & N. W. 531
BRIDGES—
number, length, and kind 20
table of 76
BUDD, J. L., complaint of against C. & N. W., *et al.* 494
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY—
annual report of 93
complaint of Andrew Dodd against 528
complaint of E. E. Gould against 559
complaint of J. Q. Hanna against 422
complaint of W. G. Henry *et al.* against 528
complaint of Independence Mills Company against 413, 444
complaint of I. M. Lieser *et al.* against 438
complaint of Tom. H. Milner against 464
complaint of W. S. Richie against 418
complaint of C. W. Robinson against 560
complaint of H. H. Withington against 541
complaint of Alfred Wood against 532
BURLINGTON & NORTHWESTERN RAILWAY—
annual report of 371
BURLINGTON & WESTERN RAILWAY—
annual report of 381
BURT, C. J., PRESIDENT—
complaint of against C. N. W. and C., M. & St. P. 539

CAMPBELL, DANIEL—
complaint of against S. C. & P. and C. & N. W 465
CANALS—free in New York 47
CAPITAL STOCK—
amount representing roads in Iowa (estimated) 4
amount held in Iowa 4
number of stockholders in Iowa 4

CAPITAL STOCK—CONTINUED. PAGE.
table of 5
increase of 6
comparative table of, for years 1878, 1879, 1880, 1881, and 1882 .. 7
table of 56
comparative tables of, for the years 1878, 1879, 1880, 1881, and 1882 58
CARS—capacity of freight 39
CAR MILEAGE—table of 74
CATTLE GUARDS—number reported 20
CEDAR FALLS & MINNESOTA RAILROAD—
annual report of 306
CEDAR RAPIDS & MARION STREET RAILWAY—
annual report of 397
CEDAR RAPIDS & MISSOURI RIVER RAILROAD—
annual report of 218
CENTRAL IOWA RAILWAY—
annual report of 118
complaint of F. C. Ashall against 433
complaint of citizens of Northwood *et al.* against 468
complaint of N. Densmore against 529
complaint of I. M. Lieser against 438
CHICAGO, BURLINGTON & KANSAS CITY RAILWAY—
annual report of 108
CHICAGO, BURLINGTON & PACIFIC RAILROAD—
complaint of J. R. Jameson against 556
complaint of G. B. Nelson *et al.* against 557
CHICAGO, BURLINGTON & QUINCY RAILROAD—
congressional land grant 24
annual report of 131
complaint of L. H. Dalhoff & Co. against 561
complaint of John Hatswell against 554
complaint of H. J. Heaton against 459
complaint of Thos. J. Hoopes against 467
complaint of Hutton & Durrette against 421
complaint of F. H. Jerome against 445
complaint of Miles H. Luther against 527
complaint of Marshall & Son against 497
complaint of N. B. Moore against 487
complaint of Rand Lumber Company against 550
complaint of Spencer Brothers against 449, 540
complaint of J. C. Taylor against 531
complaint of Trustees of Red Oak township 554
CHICAGO, IOWA & NEBRASKA RAILROAD—
annual report of 214
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY—
congressional land grant 25
annual report of 169
complaint of Geo. Benedict against 553
complaint of J. L. Budd against 494
complaint of C. J. Burt, president, against 539
complaint of Andrew Dodd against 528
complaint of Wm. G. Henry *et al.* against 528
complaint of Independence Mills Company against 413
complaint of Albert Rosa against 484
complaint of H. D. Smith against 563
complaint of Alfred Wood against 532
CHICAGO & NORTHWESTERN RAILWAY—
annual report of 194
complaint of Earl Billings against 559
complaint of L. H. Brent against 431
complaint of J. L. Budd against 494
complaint of C. J. Burt, president, against 539
complaint of Daniel Campbell against 465

CHICAGO & NORTHWESTERN RAILWAY—CONTINUED. PAGE.
complaint of J. Q. Hanna against 422
complaint of E. S. Kendall against 537
complaint of Mehlhop & Co. against 558
complaint of David Morris against 459
complaint of Sam'l F. Parker against 457
complaint of John Raber against 458
complaint of C. W. Robison against 539
complaint of Jas. Stewart *et al.* against 442
complaint of H. H. Withington against 541
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY—
congressional land grant 25
annual report of 231
complaint of S. A. Ayres & Co. against 415
complaint of H. F. Bousquet against 535
complaint of R. B. Fisher against 420
complaint of Michael Hayes against 489
complaint of C. A. Hornaday against 481
complaint of F. A. Martin against 531
complaint of Ottumwa Iron Works against 482
CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA RAILWAY—
annual report of 248
complaint of S. M. Hewett against 538
CITIZENS OF ADEL—
complaint of, against D. M. & F. D 558
CITIZENS OF NORTHWOOD ET AL.—
complaint of, against C. I 468
COMMISSIONERS, BOARD OF—
retiring of M. C. Woodruff 3
appointment of James Wilson 3
number of complaints investigated by 4
COMPILATION OF RAILROAD RETURNS 56–89
COMPLAINTS AGAINST RAILROAD COMPANIES—
Ashall, F. C., against the Central Iowa 433
Ayres, Samuel A., & Co., against the C., R. I. & P 415
Bellamy, S. K., & Sons, against various lines 493
Benedict, Geo., against the C., M. & St. P 553
Billings, Earl, against the M. & St. L. and C. & N. W 559
Blackmore, E. L., *et al.*, against the Ill. Cent 455
Bond, N. J., against the W., St. L. & P 451
Bousquet, H. F., against the C., R. I. & P 535
Brent, L. H., against the C. & N. W 531
Budd, J. L., against the C. & N. W. *et al* 494
Burt, C. J., Pres't, against the C., M. & St. P. *et al* 539
Campbell, Daniel, against the S. C. & P. and C. & N. W 465
Citizens of Adel against the D. M. & F. D 558
Citizens of Northwood *et al.* against the C. I 468
Dalhoff, L. H., & Co., against the W., St. L. & P. and C., B. & Q. 561
Davison, M., against the W., St. L. & P 549
Densmore, N., against the C. I 529
Dodd, Andrew, against the B., C. R. & N 528
Fisher, R. B., against the C., R. I. & P 420
Gould, E. E., against the B., C. R. & N 559
Groneweg & Schoentgen against the K. C., St. J. & C. B 533
Hanna, J. Q., against the C. & N. W. and B., C. R. & N 422
Hatswell, John, against the C., B. & Q 554
Hayes, Michael, against the C., R. I. & P 489
Heaton, H. J., against the C., B. & Q 489
Henry *et al.* against the B., C. R. & N. and C., M. & St. P 528
Hewett, S. M., against the C., St. P., M. & O. *et al* 538
Hill, Jno. N., against the M. & St. L 557
Hoopes, Thos. J., against the C., B. & Q 467
Hornaday, C. A., against the C., R. I. & P 481
Hutten & Durrette against the C., B. & Q 421
Independence Mills Co. against the Ill. Cent. *et al* 413, 444

COMPLAINTS AGAINST R. R. COMPANIES—CONTINUED. PAGE.
Jamison, J. R., against the C., B. & P. 556
Jerome, F. H., against the C., B. & Q. 445
Kendall, E. S, against the C. & N. W. 537
Knowles, W. F., against the Ill. Cent. 450
Leiser, I. M., against the B., C. R. & N. 438
Lighthall, B., against the Ill. Cent. 564
Luther, Miles H., against the C., B. & Q. 527
Marshall & Son against the C., B. & Q. 497
Martin, F. A., against the C., R. I. & P. 531
Mehlhop, Son & Co. against the C. & N. W. 558
Milner, Tom. J., against the B., C. R. & N. 464
Moore, N. B., against the C., B. & Q. 487
Morris, David, against the C. & N. W. 459
Nelson, G. B., *et al.* against the C., B. & P. 557
Ottumwa Iron Works against the C., R. I. & P. 482
Parker, Samuel F., against the C. & N. W. 457
Raber, John, against the C. & N. W. 458
Rand Lumber Co. against the C., B. & Q. 550
Ritchie, W. S., against the B., C. R. & N. 418
Robison, C. W., against the C. & N. W. and Ill. Cent. 539
Robison, C. W., against the B., C. R. & N. 560
Rosa, Albert, against the C., M. & St. P. 484
Smith, H. D., against the C., M. & St. P. 563
Spencer Bros. against the C., B. & Q. 449, 540
Stewart, Jas., *et al.* against the C. & N. W. 442
Taylor, J. C., against the C., B. & Q. 531
Tomlinson, R. B., against the Ill. Cent. 436
Trustees of Red Oak Township against the C., B. & Q. 554
Township Trustees of Grant against the C., B. & Q. 554
Withington, H. H., against the B., C. R. & N. and C. & N. W. 541
Wood, Alfred, against the B., C. R. & N. and C., M. & St. P. 532
Yungelas, J. H., against the Ill. Cent. 567
CONGRESSIONAL LAND GRANTS—
net amount realized therefrom 24
CONGRESSIONAL LEGISLATION—
Regan bill considered 42
McDill bill considered 43
CONGRESSIONAL REGULATION OF RAILROADS 41
COST OF ROADS AND EQUIPMENT 7
table of 60
COUPLING CARS, accidents resulting therefrom 21
CROOKED CREEK RAILWAY, annual report of 264
CROSSINGS, RAILROAD AND HIGHWAY 20
table of 76

DALHOFF, L. H., & CO.—
complaint of, against W., St. L. & P. and C., B. & Q. 561
DAVISON, M., complaint of against W., St. L. & P. 549
DEBT, amount of funded and floating 5
per mile, table of 5
increase or decrease, table of 6
table of 57
comparative table of, for years 1878, '79, '80, '81, and '82 59
DENSMORE, N., complaint of against Central Iowa 529
DES MOINES & FORT DODGE RAILROAD—
congressional land grant 25
annual report 271
complaint of citizens of Adel against 558
DES MOINES & MINNEAPOLIS RAILROAD—
annual report of 224
DES MOINES, OSCEOLA & SOUTHERN RAILROAD—
annual report of 386
DIGEST, of recent decisions in railroad cases 579

PAGE.

DODD, ANDREW, complaint of against B., C. R. & N. 528
DOMESTIC EXPORTS 47
DOUBLE TRACK, amount of, in Iowa 16
DUBUQUE & DAKOTA RAILROAD, annual report of 285
DUBUQUE & SIOUX CITY RAILROAD, annual report of 310
EARNINGS—
gross for the roads in Iowa 8
increase and decrease of 9
for carrying mails 9
per train mile 10
per mile of road 10
comparative table of for the years 1880, 1881, and 1882 ..... 11, 69
net for the year 12
roads showing excess of over expenses 14
table of 61
EMPLOYES—
total number of in Iowa 20
amount received for services during year 20
table of 75
EQUIPMENT—
of what it consists 19
table of 75
EXPENSES—
operating compared with last year 10
operating compared with earnings 10, 14
per train mile, table of 12
classified in detail 13
roads showing excess over earnings 14
table of operating 62
table of subdivisions in operating 63
table of compared with earnings 66
table of comparative for the years 1880, 1881, and 1882 70

FENCING—
number of miles in Iowa and cost of 18
table of 72
FISHER, R. B., complaint of against C., R. I. & P 420
FORT MADISON & NORTHWESTERN RAILWAY—
annual report of 390
FREIGHT CAR MILEAGE—
number of miles run 19
table of 74
FREIGHT RATES—
average of in Iowa 19
war of in 1881 32
Mr. Vanderbilt's suggestion on 36

GOULD, E. E., complaint of against B., C. R. & N 559
GRADES—
table of ascending east and south 86
table of ascending west and north 88
GRONEWEG & SCHOENTGEN—
complaint of against K. C., St. J. & C. B 533

HANNA, J. Q., complaint of against C. & N. W. and B., C. R. & N. 422
HATSWELL, JOHN, complaint of against C., B. & Q 554
HAYES, MICHAEL, complaint of against C., R. I. & P 489
HEATON, H. J., complaint of against C,, B. & Q 459
HENRY, WM. G., ET AL., complaint against B., C. R. & N. and C., M. & St. P 528
HEWETT, S. M., complaint of against C., St. P., M. & O., *et al* 538

PAGE.
HILL, JNO. N., complaint of against M. & St. L. 557
HOOPES, THOS. J., complaint of against C., B. & Q. 467
HORNADAY, C. A., complaint of against C., R. I. & P. 481
HUTTEN & DURRETTE, complaint of against C., B. & Q. 421

ILLINOIS CENTRAL RAILROAD—
line in Iowa leased 16
annual report of 295
complaint of mayor of Aplington, *et al.*, against 455
complaints of Independence Mills Co. against 413, 444
complaint of W. F. Knowles against 450
complaint of B. Lighthall against 564
complaint of R. B. Tomlinson against 436
complaint of J. H. Yungelas against 567
INDEPENDENCE MILLS CO.—
complaints of against Illinois Central, *et al.* 413, 444
INTEREST AND DIVIDENDS—table of compared with income 68
INTER-STATE COMMERCE—regulation of by State 28
IOWA FALLS & SIOUX CITY RAILROAD—
congressional land grant 25
annual report of 314

JAMISON, J. R., complaint of against C. B. & P. 556
JEROME, F. H., complaint of against C., B. & Q. 445
JUDICIAL DECISIONS—
digest of in recent railroad cases 579

KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS RAILROAD—
annual report of 153
complaint of Groneweg & Schoentgen against 533
complaint of S. M. Hewett against 538
KENDALL, E. S., complaint of against C. & N. W. 537
KNOWLES, W. F., complaint of against Illinois Central 450

LAND GRANTS—of railroads in Iowa 24
LAWS OF THE NINETEENTH GENERAL ASSEMBLY—
relating to railroads compiled 571-578
raliroad aid taxes, cancellation of 571
land grant, of S. C. & St. P. resumed 57
relief of claimants under 57
property, malicious mischief to punished 573
sale of S. P. & S. C. legalized 574
highway crossings shall be put in good repair 575
cities and towns may donate sites for depots, etc. 576
commissioner's tax, payment of into State treasury 578
LIESER, I. M., ET AL., complaint of against B., C. R. & N. 438
LIGHTHALL, B., complaint of against Illinois Central 564
LUTHER, MILES H., complaint of against C., B. & Q. 527

MAILS—receipts for transporting (see table) 61
MAPLE RIVER RAILROAD—annual report of 227
MARSHALL & SON, complaint of against C., B. & Q. 497
MARTIN, F. A., complaint of against C., R. I. & P. 531
MAXIMUM RATES—fixed by Illinois R. R. Commissioners 26
MEHLHOP, SON & CO., complaint of against C. & N. W. 558
MILEAGE—
train 18
freight car 19
table of 73

PAGE.

MILNER, TOM J., complaint of against B., C. R. & N. 464
MINNEAPOLIS & ST. LOUIS RAILWAY—
annual report of 319
complaint oi Earl Billings against 559
complaint of John N. Hill against 557
MOORE, N. B., complaint of against C., B. & Q. 487
MORRIS, DAVID, complaint of against C. & N. W. 459

NELSON, G. B., ET AL., complaint of against C., B. & P. 557

OTTUMWA IRON WORKS, complaint of against C., R. I. & P. 482

PARKER, SAM'L F., complaint of against C. & N. W. 457
POOLS—discussion of 48
PROPERTY ACCOUNTS—
increase of during year 15
table of 80

RABER, JOHN, complaint of against C. & N. W. 458
RAILROADS—
Commissioners' observations on 3
miles of in Iowa 16
owned and leased 16
double track and sidings 16
steel and iron rails, table of 17
nnmber of track sections in Iowa 17
number of years iron rails last in track 18
compiled returns and tables of 56–89
reports of companies 93–410
RAILROAD REPORTS—suggestion as to time of making 38
RAND LUMBER COMPANY—complaint of against C., B. & Q. 550
RATES OF TRANSPORTATION—
freight war in 1881 32
differential rates 32
an advisory committee appointed 33
REGULATION OF INTER-STATE COMMERCE BY THE STATE 28
RETURNS OF RAILROAD COMPANIES—
Burlington, Cedar Rapids & Northern 93–107
Chicago, Burlington & Kansas City 108–117
Central Iowa 118–130
Chicago, Burlington & Quincy 131-152
Kansas City, St. Joseph & Council Bluffs 153–168
Chicago, Milwaukee & St. Paul 169–193
Chicago & Northwestern 194–213
Chicago, Iowa & Nebraska 214–217
Cedar Rapids & Missouri River 218–223
Des Moines & Minneapolis 224–226
Maple River 227–230
Chicago, Rock Island & Pacific 231–247
Chicago, St. Paul, Minneapolis & Omaha 248–263
Crooked Creek 264–270
Des Moines & Fort Dodge 271–284
Dubuque & Dakota 285–294
Illinois Central 295–305
Cedar Falls & Minnesota 306–309
Dubuque & Sioux City 310–313
Iowa Falls & Sioux City 314–318
Minneapolis & St. Louis 319–331
Sioux City & Pacific 332–345
St. Louis, Keokuk & Northwestern 346–355

RETURNS OF RAILROAD COMPANIES—CONTINUED. PAGE.
Wabash, St. Louis & Pacific 356-370
Burlington & Northwestern 371-380
Burlington & Western 381-385
Des Moines, Osceola & Southern 386-389
Fort Madison & Northwestern 390-396
Cedar Rapids & Marion 397-402
St. Louis, Des Moines & Northern 403-410
RICHIE, W. S, complaint of against B., C. R. & N 418
ROAD-BED AND TRACK—table of 72
ROBISON, C. W., complaint of against C. & N. W., and Ill. Cent. 539
ROBISON, C. W., complaint of against B., C. R. & N 560
ROSA, ALBERT, complaint of against C., M. & St. P 484

ST. LOUIS, DES MOINES & NORTHERN RAILWAY—
annual report of 403
ST. LOUIS, KEOKUK & NORTHWESTERN RAILWAY—
annual report of 346
SIDINGS—amount of reported 16
SIOUX CITY & PACIFIC RAILROAD—
amount realized from congressional land grant 26
annual report of 332
complaint of J. L. Budd against 494
complaint of Daniel Campbell, against 465
complaint of S. M. Hewett 538
SIOUX CITY & ST. PAUL RAILROAD—
amount realized from congressional land grant 26
SMITH, H. D., complaint of against C., M. & St. P 563
SPEED OF TRAINS—in Iowa 19
SPENCER, BROS., complaint of against C., B. & Q 449, 540
STATIONS—number reported in Iowa 20
STEEL AND IRON RAILS—table showing miles of 17
STEWART, JAS., *et al.*, complaint of against C. & N. W 442
STOCK AND DEBT—
amount of in Iowa 5
table showing amount per mile of each company 5

TABLES—
capital stock and debt 5
cost of roads in Iowa 8
increase and decrease of gross earnings 9
earnings per train mile and per mile of road 10
earnings per train mile for 1880-81-82 11
operating expenses per train mile for 1880-81-82 12
classification of expenses in detail 13
operating expenses compared with earnings 14
property accounts, classification of 15
steel and iron rails, miles of in Iowa 17
tonnage classified 22
tonnage crossing the Mississippi River for the year 23
tonnage crossing the Missouri River for the year 23
tonnage that can be carried over the road, etc 24
transportation, comparative capacity of large and small cars. 40
No. 1, of capital stock 56
No. 2, of debt 57
No. 3, of comparison of capital stock for years 1878-79-80-81-82 58
No. 4, of comparison of debt for years 1878-79-80-81-82 59
No. 5, of cost 60
No. 6, of earnings 61
No. 7, of operating expenses 62
No. 8, of subdivision of expenses in operating roads 63
No. 9, of operating expenses compared with earnings 66
No. 10, of operating expenses, interest, and rental, compared with income 67

TABLES—CONTINUED. PAGE.
No. 11, of interest and dividends compared with income 68
No. 12, of comparative table of earnings for the years ending June 30, 1880-81-82..... 69
No. 13, of comparative table of operating expenses for the years ending June 30, 1880-81-82..... 70
No. 14, of track in Iowa—miles..... 71
No. 15, of road-bed and track..... 72
No. 16, of mileage traffic 73
No. 17, of freight traffic and car mileage..... 74
No. 18, of equipment..... 75
No. 19, of bridges, cattle-guards, and crossings..... 76
No. 20, of tonnage classified..... 77
No. 21, of Iowa tonnage classified..... 78
No. 22, of accidents to persons..... 79
No. 23, of property accounts, charges, and credits, by which the capital and debt have been increased..... 80
No. 24, of comparative summary for the years ending June 30, 1878-79-80-81-82 82
No. 25, of grades ascending east and south..... 86
No. 26, of grades ascending west and north..... 88

TAYLOR, J. C., complaint of against C., B. & Q..... 531
TAXES—
amount paid by railroads in Iowa..... 15
total taxes paid, see table No. 8..... 63
TELEGRAPH—
number of offices of in stations..... 18
number of miles owned by railroads in Iowa..... 18
number of miles operated by railroads owned by Western Union 18
TERRITORIAL ASSIGNMENT—BY RAILROADS..... 51
TOMLINSON, R. B., complaint of against Ill. Cent..... 436
TONNAGE—
classified..... 22
crossing the Mississippi River..... 23
crossing the Missouri River..... 23
table showing the amount that can be hauled by an engine of given power 24
table of classified 77
table of Iowa tonnage classified..... 78
TRACK IN IOWA—table of..... 71
TRAIN MILEAGE—
amount reported..... 18
table of..... 73
TRUSTEES OF RED OAK TOWNSHIP—
complaint of against C., B. & Q..... 554

WABASH, ST. LOUIS, & PACIFIC RAILWAY—
annual report of..... 356
complaint of N. J. Bond, against..... 451
complaint of L. H. Dalhoff Co., against..... 561
complaint of M. Davison against..... 549
WITHINGTON, H. H., complaint of against B., C. R. & N., and C. & N. W..... 541
WOOD, ALFRED—complaint of against B., C. R. & N., and C., M. & St. P..... 532

YUNGELAS, J. H., complaint of against Ill. Cent..... 567

SIXTH ANNUAL REPORT

OF THE

BOARD OF RAILROAD COMMISSIONERS,

FOR THE

YEAR ENDING JUNE 30, 1883.

STATE OF IOWA.

PRINTED BY ORDER OF THE GENERAL ASSEMBLY.

DES MOINES:
GEO. E. ROBERTS, STATE PRINTER.
1883.

DEBT.

The total debt of the roads in Iowa as reported and estimated by the Commissioners is, broad gauge, $126,456,879.00, or $18,863.00 per mile; of this $120,534,557.00 is funded debt; $5,932,322.00 unfunded or floating debt; narrow gauge is $1,345,000.00 or $6,170.00 per mile; of this $1,333,000.00 is funded debt; $12,000.00 unfunded or floating debt.

STOCK AND DEBT.

The stock and debt of the roads in Iowa amounts to $262,094,348.00, or $37,864.00 per mile.

The following table shows the amount of stock and the amount of debt per mile of each company, as the returns were made to this office:

RAILROADS.	Stock per mile.	Debt per mile.	Stock and debt per mile.
Burlington, Cedar Rapids & Northern	$ 7,843	$ 15.658	$ 23.723
Central Iowa	18.801	17,159	35.960
Chicago, Burlington & Quincy	16,331	14,659	30,990
Chicago, Burlington & Kansas City	51,808	3,104	55,563
Kansas City, St. Joseph & Council Bluffs	18,354	18,487	36,841
St. Louis, Keokuk & Northwestern	18,401	19,594	39,052
Chicago, Milwaukee & St. Paul	9,846	20,336	30.182
Chicago & Northwestern	20,104	26,667	46.771
Chicago, Iowa and Nebraska	47,852	2,387	50,239
Cedar Rapids & Missouri River	27,809	13,558	41,367
Des Moines & Minneapolis	16,090	10,464	26,554
Maple River	5,018	9,325	14.343
Chicago, Rock Island & Pacific	37,182	15,507	52.689
Keokuk & Des Moines	25,431	16,954	42,386
Chicago, St. Paul, Minneapolis & Omaha	25,000	15.000	40,000
Crooked Creek	8,412	2.835	11,247
Des Moines & Fort Dodge	36,578	22,841	59.420
Dubuque & Dakota	9,037	9,968	19.005
Humeston & Shenandoah	35.778	23,852	59,630
Cedar Falls & Minnesota	20,991	20.997	41,988
Dubuque & Sioux City	35,040	6.111	41,064
Iowa Falls & Sioux City	25.170	16,818	41,988
Minneapolis & St. Louis	27,470	24,852	52,322
Ottumwa & Kirkville	30,000	28,719	58.719
Prairie du Chien & McGregor	50 000	.....	50.000
Sioux City & Pacific	19,255	54.812	74.067
Wabash, St. Louis & Pacific	18,322	28,700	47,022
NARROW GAUGE ROADS.			
Burlington & Northwestern	4,377	5.984	9,676
Des Moines, Osceola & Southern	5.000	7.000	12 000
St. Louis, Des Moines & Northern	20.000	8,000	28.000
Cedar Rapids & Marion Street Railway	7.500	.....	7.500

The following table shows the added mileage, and the increase of capital stock, during the year, for all roads reported. The increase of mileage is $2,134.39, the increase of stock $34,357,070.00, or, deducting $8,000,000 for the stock of the Chicago, Burlington & Kansas City, probably erroneously reported, we have $26,357,070.00, or $12,349.00 per mile:

RAILROADS.	Miles.	Amount of increase.
Burlington, Cedar Rapids & Northern	70.02	$.....
Central Iowa	122.92	1,898,500
Chicago, Burlington & Quincy	742.13	6,394,150
Chicago, Burlington & Kansas City	10.50	8,000,000
St. Louis, Keokuk & Northwestern	2.81	.....
Chicago, Milwaukee & St. Paul	265.30	8,835,500
Chicago & Northwestern	242.29	1,421,670
Des Moines & Minneapolis	.....	16.300
Maple River	45.10	.....
Chicago, St. Paul, Minneapolis & Omaha	106.43	.....
Des Moines & Fort Dodge	55.13	1,283,000
Dubuque & Dakota	.....	700
Humeston & Shenandoah	112.53	4,026,000
Minneapolis & St. Louis	4.50	163,300
Ottumwa & Kirkville	5.00	150,000
Prairie du Chien & McGregor	2.00	100,000
Wabash, St. Louis & Pacific	256.60	386,300
NARROW GAUGE ROADS.		
Burlington & Western	7.20	.....
Des Moines, Osceola & Southern	45.00	259.600
St. Louis, Des Moines & Northern	38.93	722,750

INCREASE OR DECREASE OF DEBT.

The following table shows the increase or decrease of debt during the year for all roads reported. The increased mileage is 2,134.39, the increased indebtedness is $33,079,210.11, from which we deduct the decreased indebtedness, except that of the Chicago, Burlington & Kansas City, which we presume has been converted into stock, and we have $33,893,747.15, or $15,880.00 per mile. This belongs to and represents new construction.

RAILROADS.	Miles.	Increase.	Decrease.
Burlington, Cedar Rapids & Northern..	70.02	$ 1,364,304.52	$.....
Central Iowa.....	122.92	1,305,000.00	.....
Chicago, Burlington & Quincy.....	742.13	2,658,800.00	.....
Chicago, Burlington & Kansas City	10.50	.....	4,119,984.69
Chicago, Milwaukee & St. Paul.....	265.30	6,558,873.69	.....
Chicago & Northwestern.....	242.29	12,939,246.64	.....
Chicago, Iowa & Nebraska.....	.....	.....	182,851.48
Cedar Rapids & Missouri River.....	.....	438.10	.....
Maple River.....	45.10	496,605.03	.....
Chicago, St. Paul, Minneapolis & Omaha	106.43	718,812.50	.....
Des Moines & Fort Dodge.....	55.13	709,200.00	.....
Humeston & Shenandoah.....	112.53	.....	.....
Minneapolis & St. Louis.....	4.50	1,280,841.46	.....
Ottumwa & Kirkville.....	5.00	143,591.98	.....
Prairie Du Chien & McGregor.....	2.00	.....	.....
Sioux City & Pacific.....	.....	244,810.24	.....
Wabash, St. Louis & Pacific.....	256.60	3,779,931.57	.....
NARROW GAUGE ROADS.			
Burlington & Northwestern.....	.....	5,300.00	.....
Burlington & Western.....	7.20	.....	.....
Des Moines, Osceola & Southern.....	.....	530,000.00	.....
St. Louis, Des Moines & Northern.....	38.93	303,000.00	.....
	2,134.39	$ 33,079,210.11	$ 4,305,447.65

The increased mileage reported for the year is 2,134.39. The increased indebtedness is $33,079,210.11, from which deduct the decreased indebtedness and we have a net increase of $29,773,762.46. This increase is not all new mileage, but represents lines purchased.

Comparative table of stock and debt for the years 1878, 1880, 1882, and 1883.

	1878.	1880.	1882.	1883.
Stock.....	$ 183,488,642.54	$ 264,482,954.21	$ 345,918,605.27	$ 379,360,616.43
Debt.....	160,360,759.52	228,551,426.04	386,228,328.01	416,847,922.20
Total....	$ 343.849,402.06	$ 493,034,380.25	$ 732,146,933.28	$ 796,141,238.63

The $343,849,402.06 represented in 1878, 8,367.00 miles of road. The $493,034,380.25 represented in 1880, 12,219.36 miles. The $732,-146,933.28 represented in 1882, 18,548.69 miles. The $796,141,238.63 represents in 1883, 20,685.48 miles. The increase of mileage in Iowa is from 4,157.00 in 1878 to 7,014.95 in 1883, or 2,857.95 miles in five years.

The capital and debt for Iowa reported for 1878 amounted to $153,-601,784.47; for 1883, $262,094,348.00; an increase of 2,857.95 miles, and an increase of stock and debt of $108,492,564.00, or $37,923.22 per mile.

COST OF ROADS.

The Commissioners have found great difficulty in arriving at any just estimate of the cost of the roads, there probably being at the present time no information that is at all reliable that they can avail themselves of. Some of the roads came into the hands of the present owners by foreclosure of mortgages, were built partially by city and county bonds and taxes levied by townships. On the basis thus furnished the companies issued their own bonds and sold them at large discounts, or turned them over to construction companies, the roads were put in operation with the least possible expenditure, without any permanent structures, with insufficient equipment, station buildings, engine houses, and repair shops, or in fact without anything necessary to keep them in running order. If they had vitality enough to live through the first few years, their earnings were mainly absorbed in rebuilding and equipping the roads and fitting them for doing business. Many of the roads fell into the possession, or under the management by lease, of corporations in other States and their cost probably was greatly increased by the advances necessary to place them in accord with the needs of business. The Commissioners never expect that this table will be more than an approximation of the cost of the property to the owners, and it is not at all improbable

that the present cost contains in it profits to individuals that would hardly be regarded as legitimate, but the time for remedy has passed.

Cost of roads in Iowa.

RAILROADS.	Cost of road and equipment.
Burlington, Cedar Rapids & Northern	$ 13,965,602.68
Central Iowa	15,140,984.65
Chicago, Burlington & Quincy	20,625,827.02
Chicago, Burlington & Kansas City	4,225,038.95
Kansas City, St. Joseph & Council Bluffs	2,248,058.13
St. Louis, Keokuk & Northwestern	2,044,224.48
Chicago, Milwaukee & St. Paul	40,891,525.93
Chicago & Northwestern	22,550,421.47
Chicago, Iowa and Nebraska	4,643,200.00
Cedar Rapids & Missouri River	11,451,241.32
Des Moines & Minneapolis	826,22[illegible].28
Maple River	1,768,617.19
Chicago, Rock Island & Pacific	39,474,653.98
Keokuk & Des Moines	6,270,351.09
Chicago, St. Paul, Minneapolis & Omaha	3,695,253.56
Crooked Creek	71,500.00
Des Moines & Fort Dodge	8,437,536.17
Dubuque & Dakota	1,251,122.29
Humeston & Shenandoah	2,539,402.63
Cedar Falls & Minnesota	3,173,500.00
Dubuque & Sioux City	5,621,112.71
Iowa Falls & Sioux City	7,585,000.00
Minneapolis & St. Louis	7,142,562.27
Ottumwa & Kirkville	97,365.22
Prairie Du Chien & McGregor	12,500.00
Sioux City & Pacific	4,094,302.98
Wabash, St. Louis & Pacific	12,841,155.55
NARROW GAUGE ROADS.	
Burlington & Northwestern	393,248.28
Burlington & Western	565,701.17
Des Moines, Osceola & Southern	1,271,100.00
Fort Madison & Northwestern	480,000.00
St. Louis, Des Moines & Northern	1,025,750.00
Cedar Rapids & Marion Street Railway	70,913.77
Total	$246,495,001.77

GROSS EARNINGS.

The entire earnings for the roads in Iowa are:

Passenger, mail and express	$ 9,248,818.01
Freight and miscellaneous	25,184,536.76
Total earnings for year ending June 30, 1883	$ 34,433,354.77
Total earnings for year ending June 30, 1882	32,023,966.03
Increase of earnings over previous year	$ 2,409,388.74

Table showing increase and decrease of earnings for 1883.

RAILROADS.	Increase.	Decrease.
Burlington, Cedar Rapids & Northern	$ 230,194.40	$ .....
Central Iowa	59,179 79	.....
Chicago, Burlington & Quincy	282,287.01	.....
Chicago, Burlington & Kansas City	.....	11,227.01
Kansas City, St. Jo. & Council Bluffs	12,216.13	.....
St. Louis, Keokuk & Northwestern	50,217.58	.....
Chicago, Milwaukee & St. Paul	1,484,281.40	.....
Chicago & Northwestern	219,548.78	.....
Chicago, Rock Island Pacific	.....	827,774.55
Chicago, St. Paul, Minneapolis & Omaha	27,007.85	.....
Crooked Creek	.....	2,621.72
Des Moines & Fort Dodge	.....	102,841.07
Dubuque & Dakota	.....	10,256.70
Humeston & Shenandoah	143,879.63	.....
Illinois Central	.....	16,479.15
Minneapolis & St. Louis	68.449.31	.....
Ottumwa & Kirkville	25,815.55	.....
Prairie du Chien & McGregor	7,031.35	.....
Sioux City & Pacific	49,586.77	.....
Wabash, St. Louis & Pacific	632,654.34	.....
NARROW GAUGE ROADS.		
Burlington & Northwestern	.....	20,049.52
Burlington & Western	17,400.29	.....
Des Moines, Osceola & Southern	62,808.09	.....
St. Louis, Des Moines & Northern	52,708.28	.....
Cedar Rapids & Marion Street Railway	5,747.33	.....
Total	$ 3,431,013.88	$ 983,249.72

The increase of earnings over the previous year was $3,431,013.88, the decrease, $983,249.72; or a net increase of earnings $2,447,764.16. The increased earnings are all due to increased mileage. The Humeston & Shenandoah, the Ottumwa & Kirkville, the Burlington & Western, and the Des Moines, Osceola & Southern have never

reported before. The Milwaukee and Wabash roads, which show the highest increase, represent the earnings of long lines of road that were not previously reported. The earnings of the past year are generally light.

MAILS.

The returns enable the Commissioners to estimate the amount received for the transportation of mails in the State. The amount earned by this service is $738,301.94. This will be reduced by whatever is paid for collecting and delivering them, which amounts to $20,219.81.

Earnings per train mile and per mile of road.

RAILROADS.	Passenger.	Freight.	Total.	Per mile of road.
Burlington, Cedar Rapids & Northern	.908	1.232	1.127	4,091.11
Central Iowa	1.251	1.303	1.291	2,838.03
Chicago, Burlington & Quincy	1.570	1.550	1.560	7,879.99
Chicago, Burlington & Kansas City	.....	.....	.....	1,276.08
Kansas City, St. Jo. & Council Bluffs	1.080	2.260	1.700	6,192.93
St. Louis, Keokuk & Northwestern	.....	.....	.....	3,401.98
Chicago, Milwaukee & St. Paul	1.350	1.590	1.590	4,947.77
Chicago & Northwestern	1.422	1.706	1.612	6,882.40
Chicago, Rock Island & Pacific	1.560	1.550	1.550	8,369.24
Chicago, St. Paul, Minneapolis & Omaha	1.649	1.593	1.610	4,676.00
Crooked Creek	.....	.....	.....	965.23
Des Moines & Fort Dodge	.950	1.780	1.390	2,170.94
Dubuque & Dakota	.....	.....	.....	1,142.42
Humeston & Shenandoah	.580	1.040	.930	1,278.62
Illinois Central	1.510	1.370	1.410	4,832.15
Minneapolis & St. Louis	1.030	1.270	1.207	3,929.42
Ottumwa & Kirkville	1.723	2.530	2.530	2,111.07
Sioux City & Pacific	1.659	2.170	1.961	2,510.54
Wabash, St. Louis & Pacific	.980	1.320	1.198	4,948.59
NARROW GAUGE ROADS.				
Burlington & Northwestern	.....	.867	.867	724.71
Burlington & Western	.....	.346	.346	370.00
Des Moines, Osceola & Southern	.....	.....	.....	736.57
St. Louis, Des Moines & Northern	.....	.....	.....	1,254.96
Cedar Rapids & Marion Street Railway	.....	.....	.....	2,442.98

Comparative table of earnings per train mile for the years 1883, 1882, 1881, and 1880, in cents.

RAILROADS.	1883.	1882.	1881.	1880.
Burlington, Cedar Rapids & Northern	1.127	1.2480	1.3340	1.6400
Central Iowa	1.291	1.5390	1.6111	1.6180
Chicago, Burlington & Quincy	1.560	1.4800	1.5300	1.4980
Chicago, Burlington & Kansas City	.....	.....	1.2250	.....
Kansas City, St. Jo. & Council Bluffs	1.700	1.6600	1.4660	1.9000
Chicago, Milwaukee & St. Paul	1.590	1.6100	1.6100	1.6300
Chicago & Northwestern	1.612	1.9456	1.8522	1.6500
Chicago, Rock Island & Pacific	1.550	1.6900	1.6340	1.5400
Chicago, St. Paul, Minneapolis & Omaha	1.610	1.5815	1.4900	1.2700
Crooked Creek	.....	1.0540	.....	.....
Des Moines & Fort Dodge	1.390	2.0860	2.0300	1.9830
Dubuque & Dakota	.....	1.5700	.....	.....
Humeston & Shenandoah	.930	.....	.....	.....
Illinois Central	1.410	1.5400	1.4230	1.4500
Minneapolis & St. Louis	1.207	1.2660	.....	1.6000
Ottumwa & Kirkville	2.530	.....	.....	.....
Sioux City & Pacific	1.961	1.6023	1.7662	1.6900
Wabash, St. Louis & Pacific	1.198	1.2180	.....	.9700
NARROW GAUGE ROADS.				
Burlington & Northwestern	.867	.7604	.8340	1.4300
Burlington & Western	.346	.....	.....	.....
Fort Madison & Northwestern	.....	2,0200	.....	.....

This table shows a slight reduction in train-mile earnings over former years.

OPERATING EXPENSES CLASSIFIED.

This table gives the operating expenses of the entire lines of road, except the Chicago, Burlington & Quincy and the Illinois Central Railroads, which give the returns for the Iowa lines only. While the approximation made by the Commissioners may differ a little from the actual status, it is very nearly correct—sufficiently so for comparison.

CLASSIFICATION.	Amount.	Per cent.
Maintenance of way	$14,031,449.30	22
Motive power and cars	9,856,772.93	16
Conducting transportation	29,849,744.30	48
General expenses	9,041,701.33	14
Total	$62,779,667.86	100

Table of classification of expenses in detail.

CLASSIFICATION.	Amount.	Per cent.
General superintendence	$ 2,327,876.32	3.73
Legal expenses	362,446.09	.58
Insurance	147,431.66	.24
Stationery and printing	796,547.50	1.26
Advertising and foreign agencies	1,261,122.12	2.02
Miscellaneous and contingent	1,728,536.66	2.76
Total taxes paid	2,369,182.06	3.78
Repairs of roadway and track	8,840,562.63	14.10
Repairs of bridges and culverts	1,871,623.15	3.00
Repairs of buildings	1,277,873.95	2.12
Repairs of fences	441,611.29	.73
Renewal of rails	753,3[illegible]8.83	1.21
Renewal of ties	788,362.82	1.26
Repairs of locomotives	4,046,961.80	6.47
Repairs of passenger and baggage cars	1,175,407.92	1.88
Repairs of freight cars	4,624,885.29	7.38
Passenger train supplies	251,879.01	.41
Freight train supplies	389,727.05	.63
Station supplies	589,700.99	.94
Fuel for locomotives	6,902,816.42	11.01
Oil, tallow, and waste	708,511.16	1.13
Water supply	422,552.55	.68
Locomotive service, salaries, and wages	6,705,627.98	10.70
Passenger train service, salaries, and wages	1,435,184.95	2.29
Freight train service	2,726,069.42	4.35
Agents and station service, salaries and wages	6,880,532.99	10.98
Telegraph expenses	1,042,815.77	1.68
Passenger car hire paid over amount received	181.991 11	.30
Freight car hire paid over amount received	446.184.13	.73
Loss and damage to freight and baggage	280,957 99	.45
Loss and damage to property and cattle, including losses by fire	228,475,54	.37
Injury to persons	518,6[illegible]0,55	.83

Operating expenses compared with earnings.

RAILROADS.	Earnings per train mile.	Operating expenses per train mile.	Difference.	Percentage of expenses to earnings.	Per centage of net earnings to capital stock and debt.	Per centage of net earnings to cost of road and equipment.
Burlington, Cedar Rapids & Northern..	1.127	.794	.333	68.97	2.25	2.52
Central Iowa.....	1.291	.870	.421	64.66	2.94	2.63
Chicago, Burlington & Quincy.....	1.560	.960	.600	61.77	.....	.....
Chicago, Burlington & Kansas City.	....	....	....	102 06	.....	.....
Kansas City, St. Jo & Council Bluffs	1.700	1.040	.660	58.90	.36	.34
St. Louis, Keokuk & Northwestern.	....	....	....	95.77	.....	.....
Chicago, Milwaukee & St. Paul.....	1.590	.960	.630	61.00	6.72	6.54
Chicago & Northwestern.....	1.611	.960	.651	59.00	7.15	7.24
Chicago, Rock Island & Pacific.....	1.550	.940	.610	57.27	6.40	6.50
Chicago, St. Paul, Minneapolis & Omaha.	1.609	1.134	.475	70.45	1.59	1.63
Crooked Creek.....	....	....	....	168.22	.....	.....
Des Moines & Ft. Dodge.....	1.390	1.040	.350	70.00	1.23	1.29
Dubuque & Dakota.....	....	....	....	70.31	.....	.....
Humeston & Shenandoah.....	.930	.750	.180	80.88	.41	1.88
Illinois Central.....	1.410	.810	.600	57.00	.....	.....
Minneapolis & St. Louis.....	1.207	.970	.237	80.00	.....	.....
Ottumwa & Kirkville.....	2.530	1.245	1.285	44.00	3.00	9.09
Sioux City & Pacific.....	1.962	1.571	.391	77.97	2.94	4.28
Wabash, St. Louis & Pacific.....	1.198	.830	.268	69.61	4.00	4.59
NARROW GAUGE ROADS.						
Burlington & Northwestern.....	.867	.746	.121	79.96	.....	.....
Burlington & Western.....	.346	.365	.019	105.50	.....	.....
St Louis, Des Moines & Northern.....	....	...	....	147.00	.....	.....
Cedar Rapids & Marion Street Railway.	....	....	....	105.62	.....	.....

OPERATING EXPENSES AND EARNINGS

The gross earnings for the year ending June 30, 1882, were.....$32,023,966.03
Operating expenses for the year ending June 30, 1882, were.... 20,512,393.05

Leaving the net earnings for the year.....$11,511,572.98

The net earnings for the year 1882, for the 6,337 miles then reported, were $1,816.57 per mile of road.

The gross earnings for the year ending June 30, 1883, were.....$34,433,354.77
The operating expenses for the year ending June 30, 1883, were 22,827,450.50

Leaving the net earnings.....$11,605,904.27

The net earnings for the seven thousand fourteen 95-100 miles reported were $1,654.45 per mile of road. The operating expenses for the year increased over former year $2,315,057.45; the earnings in-

creased $2,409,388.74, or for the six hundred seventy-seven 95-100 miles added since former reports, the net earnings were $94,331.29. This, however, is no criterion for the value of the property or its earning capacity, as the last two years have been peculiarly unfavorable in the State of Iowa; the showing made does not disappoint us. The earnings in Iowa of the Chicago, Burlington & Kansas City have fallen off for the year $11,227.07; the Chicago, Rock Island & Pacific $827,774.55; Crooked Creek, $2,621.72; the Des Moines & Fort Dodge, $102,841.07; the Dubuque & Dakota, $10,256.70; the Illinois Central, $16,479.15; the Burlington & Northwestern, $20,049.52. None of the other roads have made increase in proportion to their additional mileage.

PER CENTAGE OF OPERATING EXPENSES TO EARNINGS.

The roads showing the lowest per centage of operating expenses to earnings are the Ottumwa & Kirkville, 44; the Illinois Central, 57; the Chicago, Rock Island & Pacific, 57.27; the Chicago & Northwestern., 59; the Chicago, Milwaukee & St. Paul, 61; the Chicago, Burlington & Quincy, 61.77.

The highest per centage of net earnings to capital stock and debt was the Chicago & Northwestern, 7.15; the Chicago, Milwaukee & St. Paul, 6.72; the Chicago, Rock Island & Pacific, 6.40.

Twelve roads report an excess, after deducting operating expenses, interest and rental. This excess amounts to $5,963,350.27, which would give net earnings for every mile of road in the State, of $794.75, or about sixty-four per cent of what was earned last year. The cost of operating the Chicago, Burlington & Kansas City was $5,044.16 more than its entire earnings; of the Crooked Creek, $5,596.70; of the St. Louis, Des Moines & Northern, $24,869.63; of the Cedar Rapids & Marion Street Railway, $1,057.46.

PROPERTY ACCOUNTS.

The property accounts of the roads have been increased during the year $38,168,299.50.

CLASSIFICATION OF ACCOUNTS.	Amount.
Grading	$ 649,924.56
Bridging and masonry	1,465,850.14
Superstructure, including rails	3,067,482.49
Land, land damages, and fences	622,576.21
Passenger, freight and water stations, and coal sheds	887,444.97
Engine houses, car sheds, and turn tables	698,570.86
Machine shops, including machinery and tools	261,688.44
Engineering, agencies, salaries and construction expenses	213,906.28
Other items unaccounted for	3,472,980.73
Purchase of other roads	22,158,001.59
Total	$ 33,498,426.27
Equipment.	
Locomotives	1,593,544.25
Passenger, baggage, and express cars	456,060.68
Freight and other cars	1,809,250.96
Other items unaccounted for	900,695.00
Total	$ 38,257,977.91
Deduct credits to equipment account	89,678.41
Total net addition to property accounts	$ 38,168,299.50

This amount, $38,168,299.50, includes the additions in other states as well as Iowa. We estimate of this amount as properly belonging to the roads in Iowa an increase of property of $17,811,305.50, or for the 677.52 additional miles of road reported $26,288.86 per mile.

TAXES.

The total amount of taxes paid by the railroads in the State is $830,655.67, which is 7 16-100 per cent of the net earnings. The taxes paid in 1878 were $594,912.65; in 1879 were $584,169.79; in 1880 were $591,843.08; in 1881 were $628,611.51; in 1882 were $707,660.31. The largest amount paid was by the Chicago, Rock Island & Pacific, $179,263.68; the Chicago, Burlington & Quincy, $166,509.25; the Chicago & Northwestern, $145,313.01; the Chicago, Milwaukee & St. Paul, $83,872.41; the Illinois Central, $66,700.00.

TOTAL TRACK IN STATE.

The total miles of road reported in operation June 30, 1883, was 7,014.95 miles.

Poor's Manual gives the number of miles of road for the year ending December 31, 1882, as Illinois, 8,572; New York, 7,037; Iowa, 6,968; Ohio, 6,931; Pennsylvania, 6,857; Texas, 6,007.

ROADS OWNED AND LEASED.

Of the entire mileage of the State 5,875.99 miles are owned by the companies operating them; 1,138.96 are leased. Of this amount the Chicago & Northwestern leases 531.20; the Chicago, Rock Island & Pacific, 162.20; the Illinois Central, 402.16; the Wabash, St. Louis & Pacific, 43.40.

SIDINGS.

The total number of miles of side track reported is 877.16, or about 12 6-10 per cent of the mileage. This is an increase over former years, but still the proportion seems small for the traffic of the roads.

DOUBLE TRACK.

The total amount of double track reported is 47.06. Of this the Chicago, Burlington & Quincy owns 43.06; the Chicago, Rock Island & Pacific, four miles.

STEEL AND IRON RAILS IN IOWA.

RAILROADS.	Miles of steel rails.	Miles of iron rails.	Total miles.
Burlington, Cedar Rapids & Northern	416.26	271.63	687.89
Central Iowa	123.05	287.47	410.52
Chicago, Burlington & Quincy	417.94	355.82	773.76
Chicago, Burlington & Kansas City	34.18	43.47	77.65
Kansas City, St. Jo. & Council Bluffs	42.00	16.35	58.35
St. Louis, Keokuk & Northwestern	2.85	49.97	52.82
Chicago, Iowa & Dakota	6.00	.....	6.00
Chicago, Milwaukee & St. Paul	559.80	759.86	1,319.66
Chicago & Northwestern	880.78	153.88	1,034.66
Chicago, Rock Island & Pacific	627.60	294.00	921.60
Chicago, St. Paul, Minneapolis & Omaha	59.42	17.44	76.86
Crooked Creek	.50	8.00	8.50
Des Moines & Fort Dodge	85.30	52.53	137.83
Dubuque & Dakota	31.16	32.04	63.20
Humeston & Shenandoah	.....	112.53	112.53
Illinois Central	100.94	301.22	402.16
Minneapolis & St. Louis	.....	141.00	141.00
Ottumwa & Kirkville	.....	5.00	5.00
Prairie du Chien & McGregor	.25	.....	.25
Sioux City & Pacific	.....	80.47	80.47
Wabash, St. Louis & Pacific	120.90	263.00	383.90
Wisconsin, Iowa & Nebraska	52.00	.....	52.00
NARROW GAUGE ROADS.			
Burlington & Northwestern	.....	38.77	38.77
Burlington & Western	.....	47.20	47.20
Des Moines, Osceola & Southern	.....	85.00	85.00
Ft. Madison & Northwestern	.....	41.00	41.00
St. Louis, Des Moines & Northern	.....	35.43	35.43
Cedar Rapids & Marion Street Railway	.....	8.00	8.00
Total	3,560.93	3,501.08	7,062.01

Fifty per cent of the entire roads in the State, exclusive of sidings, is steel rail. On most of the lines where the traffic is heavy the steel has supplied the place of iron. In the report for 1878, twenty-two per cent of the rails was steel.

ROAD BED AND TRACK.

The total number of track sections reported is 1,169. These vary in length from five to nine miles, averaging about six miles. On each of these sections the reports show from three to seven men employed, averaging about five. New ties reported, 1,458,885. Oak ties last about eight years; the softer woods used, about six years. There were 6,716 tons of new iron laid and 23,367 tons of new steel

during the year. The life of iron rails is reported from four to twelve years, varying with the traffic. The steel rails have not been in use long enough to determine their average duration.

FENCING.

The number of miles of fence reported is 4,936, and the average price paid per rod one dollar. The wire fences cost less than those formerly in use. The Board believes it to be economy to fence the roads, and that safety to trains requires it. Many differences between the corporations and the land owners might be avoided if the roads were fenced.

TELEGRAPH LINES.

Most of the lines are owned by the Western Union Company. The railroads report in their offices 887 telegraph stations, and 1,868 miles of wire as belonging to them and operated exclusively for their business. They report 8,153 miles owned by the Western Union.

TRAIN MILEAGE.

The total number of miles run by passenger trains was	22,238,989
The total number of miles run by freight trains was	44,069,309
The total number of miles run by switching trains was	16,726,185
The total number of miles run by construction and other trains was	5,463,989
Total	88,498,472

The total number of passengers carried was	23,230,798
The total number of passengers carried one mile was	918,227,111
The total number of tons freight carried	32,251,876
The total number of tons freight carried one mile	5,420,260,374

The average distance traveled by each passenger was, taking the main lines, 34.90 miles; the average amount paid by each passenger was ninety-one cents. The rates are the maximum fixed by statute, although on most of the lines mileage tickets are sold at a reduced price, but, as we understand, each road determines for itself the amount of the reduction. The average rate paid by passengers on all roads reporting, was two and sixty-seven hundredths cents per mile.

The speed of passenger trains varies from twenty to twenty-six miles per hour; that of freight trains from ten to sixteen.

FREIGHT CAR MILEAGE.

As far as reported, and the Commissioners regret that they are unable to have this complete:

The number of miles run by loaded freight cars east and south.	211,376,291
The number of miles run by loaded freight cars west and north.	262,756,080
The number of miles run by empty freight cars east and south.	111,964,169
The number of miles run by empty freight cars west and north.	63,928,629
Total freight car mileage	650,025,179

It seems singular that the mileage of loaded cars going west should so largely exceed those going east. Under what we would regard as the normal condition, the excess should be largely in favor of eastern mileage of loaded cars.

FREIGHT CHARGES.

The following table shows the amount of freight charges per ton per mile of the railroads doing business in Iowa for the past six years.

Rate per ton per mile in cents and decimals of a cent.

RAILROADS.	1878.	1879.	1880.	1881.	1882.	1883.
Burlington, Cedar Rapids & Northern	2.34	2.14	2.20	1.98	1.33	1.22
Central Iowa	2.29	2.05	2.15	2.14	1.69	1.38
Chicago, Burlington & Quincy	1.24	.96	.91	1.05	1.06	1.00
Kansas City, St. Jo & Council Bluffs	2.32	1.93	1.70	1.79	1.75	1.87
Chicago, Milwaukee & St. Paul	1.92	1.71	1.72	1.77	1.60	1.43
Chicago & Northwestern	1.70	1.53	1.46	1.47	1.47	1.42
Chicago, Rock Island & Pacific	1.57	1.43	1.21	1.22	1.24	1.18
Chicago, St, Paul, Minneapolis & Omaha	1.83	1.72	.....	1.17	1.40	1.26
Crooked Creek	8.75	9.00	13.00	9.00	9.00	9.75
Des Moines & Fort Dodge	4.76	3.40	4.58	4.36	3.08	2.36
Humeston & Shenandoah	.....	.....	.....	.....	.....	1.14
Illinois Central	1.99	1.76	1.58	1.60	1.68	1.60
Minneapolis & St. Louis	.....	.....	1.76	1.70	.71	1.00
Ottumwa & Kirkville	.....	.....	.....	.....	.....	2.00
Sioux City & Pacific	2.44	2.45	1.83	2.25	1.96	2.28
Wabash, St. Louis & Pacific	1.37	1.20	.79	.89	.96	.95
Burlington & Northwestern	5.90	6.24	5.05	4.26	4.24	4.64

The average rate of all the roads reporting is one cent and twenty-four hundredths per ton per mile.

It will be observed that the rates upon the Central Iowa, Crooked Creek, Des Moines & Fort Dodge, Sioux City & Pacific and Burlington & Northwestern roads are much higher than those of the trunk

lines. This difference is due in part to the light traffic, but mainly to the rebate on through freight given these roads for the freight gathered up and delivered in large quantities to the trunk lines.

The general policy adopted by the roads seems to be as nearly as practicable to equalize the rates on branch lines with points on main lines.

PERCENTAGE OF FREIGHT THAT IS LOCAL.

The Board has made considerable effort, without much success, to ascertain the percentage of freight between stations in Iowa as compared with the total freight in Iowa.

They are satisfied it does not exceed twenty-one per cent, or in other words, seventy-nine per cent of the freight of the Iowa roads is inter-State in its character, and a large percentage of the local freight is coal.

It is probable, when in the future manufacturing increases in the State, that this percentage may be increased, although we do not anticipate a very large increase over the present rate, soon.

EQUIPMENT.

The total number of locomotives is 3,104, weight running from twenty-eight to fifty-five tons. The total number of cars is 98,106; of these 1,244 are passenger cars, 713 baggage, mail and express cars, 118 parlor, sleeping and dining cars, 57,771 box freight cars, 12,074 stock cars, 18,599 platform and coal cars, and 7,587 other cars.

STATIONS.

The total number of stations reported in Iowa is 1,130; of these 887 have telegraph offices in them.

EMPLOYES.

The total number of persons employed regularly in operating the roads of the State is 27,112. The amount paid them for their services is $13,164,288.07, or $1,558,383.80 more than the earnings of the roads above operating expenses and taxes; or in other words, the entire capital stock and debt realize this much less from the property than the labor alone in operating it. This might be a subject well worth the attention of the economist.

TRUSS BRIDGES.

The number of wooden truss bridges is 449; the total length is 45,648 feet. Of combination truss bridges, 172; the length, 33,441 feet. Of iron truss bridges, 111; length, 14,192 feet.

WOODEN TRESTLE AND PILE.

The total number of wooden trestle and pile bridges is 8,650, their length 751,672 feet; their combined length is more than 142 miles.

ARCH AND OTHER CULVERTS.

There are twenty-five stone arch culverts with twenty feet openings, or more; 320 with less; 751 stone box culverts, and 4,446 wooden box culverts.

BRIDGES BUILT WITHIN THE YEAR.

There were built within the year 17,795 lineal feet of bridges, including those rebuilt.

CATTLE GUARDS.

The number reported is 10,400.

RAILROAD CROSSINGS.

The number of railroad crossings reported at grade is 170; over or under another road, 35. These crossings are reported by each company, and are double the actual number.

HIGHWAY CROSSINGS.

The number of highway crossings reported at grade is 5,344, over track 71, under track 111; at which there are flagmen 55, bridges 18 feet above track 67, less than 18 feet, 4.

ACCIDENTS TO PERSONS.

During the year one hundred and fifty-one persons were killed. Of these four were passengers, eighty-two employes and sixty-five others in no way connected with the road in its operations or movements. By derailment, seven; by collisions, five; caught in frogs, three; coupling cars, sixteen; getting on and off trains while in motion, ten; falling from trains, thirty-three; at highway crossings, four; from miscellane-

ous causes, thirty-one; stealing rides, eight; while intoxicated, five; walking on track, thirty-four; suicide, one.

There were three hundred and thirty persons injured during the year. Of these twenty-five were passengers, two hundred and fifty-five employes, and fifty others. Of these: by derailments, thirty-two; by collisions, ten; caught in frogs, three; coupling cars, ninety-eight; falling from trains, forty-two; getting on and off trains while in motion, thirty-seven; at highway crossings, eight; from miscellaneous causes, sixty-nine; from overhead obstructions, seven; stealing rides, seven; trespassing on track, seventeen.

The number killed is fourteen less than last year, and injured three hundred and five less. This record is very satisfactory by comparison, but it does seem that some method should be devised to lessen still more these casualties. From derailment, by which seven persons were killed and thirty-two injured, we can suggest no remedy except vigilance in keeping track in perfect condition and care in the examination of cars while in transit. From collisions, five persons were killed and ten injured. While the roads of the State are single tracks, it is probable that with all the care that can be exercised these will sometimes happen. As the tonnage of the lines in Iowa may not reasonably be expected to increase very soon, for causes that we shall treat of elsewhere, and the capacity of the single track has not been reached, this amount of double track will not be materially increased at present. There is one item, "caught in the frogs," by which three persons were killed and three injured, that we believe in future should never appear in these reports. There are several appliances either of which would seem to make this species of accident impossible, and we regard the officers of any railway company who neglect to provide against the repetition of this as culpable. The next item, "coupling cars," by which sixteen persons were killed and ninety-eight injured is the most serious of the whole list; various devices have been patented to remedy this evil, and probably there is merit in some of them. At all events, the subject demands the serious attention of the railway manager. One cause of the trouble which we think might be remedied is in the deadwoods. It is, as we understand, the custom of the western roads to use what is termed a single deadwood. This timber is intended to take the shock of the cars, when coupling, after the elasticity of the coupler is exhausted, to keep cars apart. Some of the eastern roads use the double deadwood

which does not match the single ones, and in case two cars fail to couple, they are forced together and the man between either killed or injured. We do not pretend to know which method is the best, and as foreign cars are in use all over the country, it does seem to us that some agreement should be arrived at between the roads that would make the future construction uniform. This much certainly can be remedied, if no more, and we are fully of the opinion that some method of coupling cars should be adopted that will enable them to be coupled without going between them. If this can be done, we are inclined to believe that it would justify a large expenditure and relieve the the roads from a grave responsibility. We are not enlisted in any patent, and only press this subject because we believe that it has not hitherto received the attention it should.

FALLING FROM TRAINS.

Falling from trains seems to be a serious cause of accident, thirty-three persons were killed and forty-two injured from this cause. There seems to be no remedy for this, and it is probably one of the necessities of the service.

GETTING ON AND OFF TRAINS.

Ten persons were killed and thirty-seven injured getting on and off trains. There is nothing, as we understand, requiring either passengers or employes to get on and off trains while in motion, and this species of accident is simply chargeable to carelessness, for which the individual alone is responsible.

STEALING RIDES.

There were eight persons killed and seven injured stealing rides. If a man chooses to expose his life in riding on the trucks of a car or in other dangerous places for the sake of defrauding the roads of their hire, he assumes the responsibility and it becomes a matter purely of his own seeking.

WALKING ON THE TRACK.

We have referred to this subject in all our former reports, and feel that we should be derelict in duty if we failed, when opportunity offered, of calling attention to a practice that has been for years a fruitful source of injury and death.

During the past year thirty-four persons were killed and seventeen injured while walking on track, and for the six years that the reports of this Commission cover there were one hundred and sixty-three killed, and one hundred and eleven injured. While it is probable that few persons appreciate the risk in trespassing on the track of a railway, and are ignorant of the danger they voluntarily incur, it does seem that the convenience is no compensation for the risk. The only way to lessen this useless waste of life is by legislation, and until the relation of the trespasser is established by statute the ordinary footman will feel that he has joint rights on the track with the trains, and will some day be sacrificed, as thousands before him have been, to a neglect of what we regard a plain duty of the law-maker. The proper legislation should be passed, and it should be the duty of the railways to keep it properly posted. We have dwelt upon this subject more fully in former reports, and in the present, from the fact that we believe the gravity of the situation is not appreciated, and we have never known a discussion to be up to its requirements.

Tonnage classified.

ARTICLES CARRIED.	Tons.	Per cent.
Grain	1,984,955	21.76
Flour	211,701	2.22
Provisions	120,106	1.32
Animals	909,351	9.97
Other agricultural products	164,342	1.81
Lumber and forest products	1,304,622	14.31
Coal	2,018,199	22.13
Lime, cement, etc	94,925	1.05
Salt	72,018	.80
Oil, petroleum, etc	30,184	.34
Iron and castings	212,652	2.34
Stone and brick	276,543	3.04
Manufactures	137,225	1.53
Merchandise and other articles not enumerated	1,585,297	17.38
Total	9,122,120	100.00

Add to this amount tonnage estimated for the Burlington, Cedar Rapids & Northern, evidently reported erroneously, the Chicago, Burlington & Kansas City, the Kansas City, St. Jo & Council Bluffs, the St. Louis, Keokuk & Northwestern, the Chicago, St. Paul, Minneapolis & Omaha, the Minneapolis & St. Louis, the Wabash, St.

Louis & Pacific, and the Ft. Madison & Northwestern, whose officers were unable to furnish statistics of their business, 2,342,000, and we have a total tonnage for the State of 11,464,120. Deducting from this the freight twice reported, delivered from north and south lines to the eastern lines, estimated by the commissioners as 772,444, and we have the Iowa tonnage as 10,691,676. This estimate is not accurate, but the best that could be made with the data furnished.

Poor, in his manual for 1882, in discussing the tonnage of the United States, gives the following classification as that adopted upon the Erie canal, which the railroads of the State of New York were required to follow in their schedules. Following the canal valuation, he estimates the value of the products of the forest at $20 per ton, the products of animals at $150 per ton, vegetable food at $40 per ton, other agricultural products at $40 per ton, manufactures at $25 per ton, merchandise at $250 per ton, and other articles at $20 per ton. Applying this rule to the tonnage of Iowa, we have a total value for the tonnage transported by the railroads in Iowa $624,049,159.00. We have given this estimate, which is as near correct as we have the means of making it, to give some idea of the immense value in dollars of the tonnage of our railroads. Few persons realize that the commerce passing over the roads yearly has a value nearly three times that of all the roads and their equipment.

Tonnage crossing the Mississippi river for the year ending June 30, 1883.

LOCATION OF BRIDGE.	Tons west-bound.	Tons east-bound.	Total tons.
McGregor	164,682	134,120	298,802
Dubuque	142,436	177,306	319,742
Sabula	310,947	257,698	568,645
Clinton	503,925	567,164	1,071,089
Davenport	736,211	779,673	1,515,884
Burlington	796,569	1,198,438	1,995,007
Keokuk	96,834	87,813	184,647
Total	2,751,604	3,202,212	5,953,816

Tonnage crossing the Missouri river for the year ending June 30, 1883.

LOCATION OF BRIDGE OR CROSSING.	Tons west-bound.	Tons east-bound.	Total tons.
Sioux City	173,505	217,741	391,246
Blair	85,787	89,615	175,402
*Council Bluffs	581,093	295,546	876,639
East Plattsmouth	387,677	493,231	880,908
Total	1,228,062	1,096,133	2,324,195

*For year exding December 31, 1882.

The tonnage of the Mississippi river bridges as reported amounts to.5,953,816
Tonnage of roads not crossing Mississippi river going east (estimated).....1,324.732
Tonnage originating in Iowa going west (estimated).....1,186,544

Total.....8,465,092

Leaving the tonnage originating at points in Iowa destined to points in Iowa, 2,226,584 tons. This is twenty-one per cent of the entire freight handled by the Iowa roads. We have taken some pains to reach this result and we think, with a reasonable degree of accuracy. We wished to show what per centage of the business would be affected by any legislation that, under the rulings of our Supreme Court, could be passed by the State, unless the Mississippi river towns could get such legislation as would divert a large percentage of the traffic down the river.

The amount of tonnage that can be carried over the roads in Iowa, exclusive of the weight of cars, by an engine of given weight.

RAILROADS.	Weight of engine in tons.	Net freight carried.	Net freight per ton weight of locomotives.
Burlington, Cedar Rapids & Northern	36	250	7.00
Central Iowa	50	315	6.30
Chicago, Burlington & Quincy. Eastern Division	51	330	6.47
Chicago, Burlington & Quincy. Middle Division	51	275	5.39
Chicago, Burlington & Quincy. Western Division	51	260	5.10
Kansas City, St. Jo & Council Bluffs	47	450	9.58
St. Louis, Keokuk & Northwestern	50	450	9.00
Chicago & Northwestern	39	275	7.05
Chicago, Rock Island & Pacific	36	240	6.67
Crooked Creek	20	50	2.50
Des Moines & Fort Dodge	32	230	7.06
Dubuque & Dakota	28	160	5.71
Humeston & Shenandoah	38	240	6.32
Illinois Central	30	140	4.66
Ottumwa & Kirkville	45	600	13.33
Sioux City & Pacific	32	255	8.00
NARROW GAUGE ROADS.			
Burlington & Northwestern	20	160	8.00
St. Louis, Des Moines & Northern	18	112	6.11

The tonnage hauled by a locomotive over these grades averages pretty low. We presume, however, that the maximum gradients are here returned, and that the general efficiency of the lines is greater than here made.

LAND GRANTS.

The Chicago, Burlington & Quincy Railroad received from Congressional grant 358,424 acres. They have sold 336,016.88, at an average of $12.12 per acre; they received from cash sales $153,931.73; there is unpaid on outstanding contracts $2,741,841.04. The gross amount received from sales, contracts, etc., up to June 30, 1883, was $4,403,925.46. The amount expended in the sale and management of the lands was $527,631.09; amount of taxes paid, $251,149.87. The amount realized from the sales, above expenses incurred in the management and sale of the land and taxes, is $3,625,144.50.

The Chicago, Milwaukee & St. Paul road received from Congressional grants 328,799.89 acres; number of acres to accrue is about 10,000. This, however, does not include 180,000 acres involved in

suits with the Sioux City & St. Paul Railroad Company. The number of acres sold is 281,136.87; the average price is $4.32 per acre; the amount received from sales is $1,313,415.15; the amount unpaid on contracts is $403,428.36; the gross amount received from sales to June 30, 1883, including outstanding contracts and obligations, was $1,427,140.51; the amount expended in the management of the lands was $88,647.88; the amount of taxes paid on the lands was $25,555.18. The amount realized from the sales of land above the expenses of management, taxes, and a rebate of $195,574.56, allowed for breaking, is $1,142,918.07.

The Chicago, Rock Island & Pacific road received from Congressional grant 550,193.51 acres. They have sold 519,068.54 acres, at an average of $8.50 per acre. They have received from sales $3,170,418.00. The amount unpaid on contracts was $1,335,175.00; the gross amount received from sales to June 30, 1883, including contracts and obligations, was $3,938,539.29; the amount expended in the sale and management of the lands was $238,225.30; the amount paid in taxes on the lands was $584,709.90; the amount realized from the sales, above expenses incurred in the management of the lands and the taxes, is $3,115,604.09.

The Des Moines & Fort Dodge road received from Congressional grant 43,882.85 acres. They have sold 30,346 acres, at an average price of $6.00 per acre. They have received cash from the sales, $9,277.09; the unpaid amount on contracts is $91,659.08; the gross amount received from sales, contracts, etc., to June 30, 1883, is $44,393.73; the amount expended in the sale and management of the lands is $868.68; the taxes paid is $4,325.31; the amount realized from the sales, contracts, etc., above the expenses incurred in the sale and management of the lands and taxes, is $39,200.74.

The Iowa Falls & Sioux City road received from Congressional grant 640,256.11 acres. They have sold 616,973.77 acres, at an average of $6.79 per acre; the amount received is $3,234,075.32; the amount unpaid on contracts is $754,646.28; the gross amount received from sales, contracts, etc., to June 30, 1883, is $3,675,100.35; the amount expended in the sale and management of the lands is $305,474.00; the amount paid in taxes on the lands is $624,416.88; the amount realized from the sales of lands above the expenses of the management and taxes is $2,304,184.44.

The net amount realized from Congressional grants by the railroad companies is:

Chicago, Burlington & Quincy	$ 3,625,144.50
Chicago, Milwaukee & St. Paul	1,142,918.07
Chicago, Rock Island & Pacific	3,115,604.09
Des Moines & Fort Dodge	39,200.00
Iowa Falls & Sioux City	2,304,184.44
Cedar Rapids & Missouri River (956,597.40 acres)	63,961.00
Sioux City & Pacific	200,000.00
Sioux City & St. Paul (report of 1878)	786,919.43
Dubuque & Sioux City (report of 1878)	166,547.41
Total	$ 11,444,478.94

The Commissioners have been unable to get recent reports from the Dubuque & Sioux City and the Sioux City & St. Paul companies. They would be glad to be able to state in their next report exactly how much had been realized by the railroad companies from the grants made by Congress. The net amount realized is represented to us as $11,444,478.94. The general impression has been that these grants had done more toward constructing the roads than they have; but the expenses and taxes have materially diminished the net proceeds. The most of the grants were made as early as 1856, and there is yet land not disposed of with all the roads.

THE AUTHORITY OF A CORPORATION TO ISSUE STOCK FOR THE PURCHASE OF THE PROPERTY OF OTHER CORPORATIONS, AND TO MAKE STOCK DIVIDENDS TO EQUALIZE VALUES.

A decision has been recently made by the Court of Appeals of the State of New York, in a case where Rufus Hatch and others brought suit against the Western Union Telegraph Company and the officers and directors of that corporation, which has attracted general attention, and in many quarters given rise to the feeling that there is no safety to the stockholder in railway and telegraph properties without additional safeguards being thrown around them by legislative enactment.

The case briefly stated is this: Prior to January 19, 1881, the Western Union Telegraph Company had a capital stock of $41,073,410.00, divided into shares of one hundred dollars each. The Atlantic and Pacific Telegraph Company had a capital of $14,000,000.00 outstanding. The American Union Telegraph Company had a cap-

ital of $10,000,000.00. The lines of these companies were mainly parallel, although there were some points reached by some of the companies not reached by the others. About January 15, 1881, a conference was held by the directors of these corporations for the purpose of agreeing upon a basis for the consolidation of their properties. The result of the conference was: that the Western Union Telegraph Company agreed to issue $38,926,590.00 in additional shares of its capital stock; of this amount, $15,526,590.00 was to be distributed among those persons then holding its shares; this amount, it was claimed, represented the earnings since July 1, 1866, expended in betterments, in building additional lines, and the purchase of wires and other property, it being an excess over the regular dividends paid on the stock. The $23,400,000 was to be exchanged for the shares of the Atlantic and Pacific, and the American Union Telegraph companies. As a result of this conference the proposition agreed upon was submitted to a vote of the stockholders, called for that purpose, on February 5, 1881; $30,819,900.00 of the stock represented at the meeting voted in favor of the stock dividend and to ratify the agreement for the purchase and the consolidation with the other lines, $60,000.00 voted against; more than three-fourths of the entire stock voted for the proposition, which would increase the stock to $80,000,000.00. In February, 1881, the suit was brought against the Western Union Telegraph Company and all the directors. In the complaint it was alleged that there was a fraudulent combination among the directors, and that in pursuance of a conspiracy the meeting of stockholders was called; that the value of the property of the Atlantic and Pacific and American Union Telegraph companies did not exceed $8,000,000.00, and their purchase at the price named, $23,400,000.00, was a fraud upon the rights of the individual stockholders of the Western Union Telegraph Company; that this company did not have surplus property enough, over and above its capital, to represent the stock dividend of more than $15,000,000.00; that the dividend was a violation of the law, and the incorporation of the stock of the other companies, which were of little value, at par was a breach of trust on the part of the directors, that rendered them personally liable for the payment into the treasury of the company of the full face value of all the capital stock divided and exchanged.

In the argument of the case it seems to have been admitted that when the property of a corporation exceeds its capital stock and in-

debtedness, that the excess or surplus belongs to the corporation, is a portion of its property, but in a strictly legal sense is not a part of its capital; this surplus may be cash and the cash may be divided; it may be property and the property may be divided; if such dividend tends to diminish or deplete the value of the property it is unlawful. A dividend of the earned surplus in shares of the stock of the company does not interfere with the property of the corporation, or its efficiency; the property remains in the same position as before; the stockholder has a certificate of the value of the surplus earned, instead of his certificate of stock showing the capital and in addition to it the surplus. A stock dividend may be made at any time when it represents property earned. The court states the proposition broadly: "That so long as every dollar of stock issued by the cor-"poration represented a dollar of property no harm can result to in-"dividuals or the public from distributing stock to the stockholders. "* * * * We know of no principle of law, no public "policy, no statute that condemns a stock dividend under such cir-"cumstances; the company had made surplus earnings which it could "have divided, but instead of dividing had invested them in prop-"erty to facilitate and enlarge its business, and such property was "found to be worth $15,526,570.00." This sum, while being mixed up and used in common with the other property of the corporation, was not beyond the reach of the dividend-making powers of the directors. We have brought out the main points of this case as one of unusual interest. It would seem from the decision that nothing was sustained before the trial court to make the directors liable for their official action, as every act seemed to have been held to be within the scope of their powers. As is shown by this report, a large portion of the track of the railways in Iowa is owned by corporations whose lines run through other States and territories, and whose action cannot be reached by any legislative act of ours. It is, we think, generally conceded that our interests, as well as the interests of the people of the other States, are better served by this aggregated capital and a management having the interests under its control in common, than it would be were the lines divided into small and independent corporations in the different States, without any unity of interests. We are not disposed to take issue with the proposition that the railway or telegraph company having earned a surplus has the power to divide it among the stockholders in such manner as may

seem right, yet we believe that there should be some check or control; that there should be some legislative, judicial, or other action required to ascertain whether this property to be converted into stock has actually been earned. It is true that the public, if their business is done at fair prices, has but little interest in the capital of these corporations; but it is also true that the business is expected to pay a reasonable interest on the capital and debt of the roads, and they are interested thus far, that this should not be inflated by the manufacture of fictitious capital. We have called attention to this subject, and given the holdings of the appellate court of the State of New York in a case presented where a corporation by the action of its directors, confirmed by a vote of its stockholders, increased its capital from forty to eighty millions of dollars. This, the court says, is legitimate, and fully within the power of the corporation to do. May not this subject be food for reflection to the law-making power, whether there should not be some check, other than the uncontrolled will of the director and stockholder, to regulate these expansions of capital. In treating this subject in a former report we said "our object has been to call attention to this subject, believing it to be unwise to leave the managers of these large properties the unrestricted right to swell their capital whenever inclination prompts."

HAVE NOT THE LINES OF IOWA IN THE CULTIVATED PARTS OF THE STATE REACHED THEIR MAXIMUM OF TONNAGE.

Ever since the incipiency of the railroad system in the State we have looked forward to the extension of lines, and the building of new roads as marked evidences of prosperity, and pointed with pride to the development of our resources which seemed to be coeval with our railway mileage. In the early settlement of the country the first effort seems to be to get returns from the land cultivated as soon as possible, and this has usually been done by raising grain. The newly built roads usually found awaiting their extensions large quantities of grain for immediate shipment, and the not unnatural conclusion has usually been reached that this state of things is bound to continue and greatly increase with the more complete settlement and cultivation of the soil. We think this conclusion is incorrect. It is probable that, without some marked climatic changes, the cultivation of wheat, except in the northern part of the State, may be expected to diminish rather than increase as the State grows older; hence, as

an article for shipment it cannot be relied upon to maintain its former status. Corn is our staple, our soil and climate seem to be specially adapted for its successful production, but its shipment in largely increased quantities can hardly be depended upon as the freight is too large a per cent of its value. The Iowa farmer has learned that it is more profitable to ship it in the more condensed form of cattle and hogs. Our State for grazing seems to have no superior, and the products of the dairy in the condensed forms of butter and cheese are offered for shipment in place of the bulky articles of former years. As the State increases in wealth and population the cruder forms of agriculture will give way to those that are more remunerative, and the articles paying the smallest percentage of freight to their value will be the ones mainly offered for shipment. When that point is reached it is probable that the tonnage of the roads per mile will increase very slowly. There are other reasons that strike us as working toward the same results. The territory along each of the main lines across the State has been occupied to a greater or less extent by rival lines during the last three or four years, and unless they receive additional amounts of freight from their connections and branch lines their freight traffic must diminish. It is true that passenger travel will increase with increased population and facilities, but smaller territory can hardly be expected to furnish increased tonnage unless it be in the form of coal or something that requires the minimum of rates. If the tonnage on the leading lines should be seriously diminished, we can hardly expect materially lower rates. A comparison of the present report with former ones will show that the earnings of the roads in the State, per mile, for the past year are less than in former years. While this in part may be due to failure of crops for two years in succession, it is also in a great measure due to the causes above indicated. While in some localities more railroad facilities are needed, it is possibly true that in general greatly increased mileage is not desirable. The nearer a railway is employed to its full capacity the cheaper it can carry, and if we are correct in our theory that the carrying capacity of the railways of the State is largely in excess of the ordinary and usual demands upon them, there may be a well grounded apprehension least further increase in mileage may not be an injury rather than a benefit.

The question has often been raised whether there should not be some tribunal to determine whether a new railroad was needed,

before permitting land to be taken from an unwilling owner under the powers of eminent domain. As it now is, any corporation organized under the general laws of the State, without responsibility, and without demonstrating any public necessity for its construction, is authorized to avail itself of the right of eminent domain. The assumption has been that no railroads would be built under the utmost freedom of incorporation unless they were needed, but it will be seen by looking over the tables in this report that there are a number of roads that pay no dividends. While perhaps the public has but little interest in the roads as an investment, it may not be unprofitable to inquire whether the time has not arrived when to say the least, the questionable authority of allowing townships to tax themselves five per cent on their valuation to aid in the construction of roads through them, should not be repealed. Has not the State railroads enough to leave the building of them in future to private enterprise and capital, without an enforced contribution from unwilling property holders? The necessity, if any ever existed, seems to us to have passed. While it is satisfactory to know that we have about seven thousand miles of railroad, and rank among the States whose mileage is the greatest, we cannot resist the conviction that the tonnage furnished by the products of the State does not for the present require the facilities to be increased with the rapidity they have been for the past four years. It would probably be well to await the future developments of traffic before adding largely to the present lines of road or making additional competitive lines. Extreme low rates are never permanent and reliable unless the volume of business is large, and building new roads is not the best way to reach them.

CONGRESSIONAL REGULATIONS.

This Board in one of its earlier reports stated "that the business interests of the country needed regular, moderate, and uniform rates," and when these could be relied upon, it always conformed to them; that competition that would furnish unreasonably low rates at one time, and demand unreasonably high rates at another, was always disastrous to the best interests of both shipper and carrier. As our railroads generally run into other States, and there seems to be no method of regulating or controlling the interstate commerce, there has been a great deal of discussion as to the propriety and feasibility of congressional interference. There is at times a feeling that the

through rates are too high, and again that they are too low; that Congress should interfere to protect the stockholder, guard the public against fluctuations, and should regulate railway transportation so as to prevent the extremes being reached. Whether the through commerce would be the gainer by the interference of Congress, is a serious question, and one that it is not safe to assume affirmatively without investigation. While Congress has the power under constitutional authority to "regulate commerce among the States," there certainly is an opportunity for argument whether this was intended to empower that body to fix the rates of common carriers. The Supreme Court of the United States has held that States may do this, and it is no unwarranted assumption to claim that the court would hold that Congress had the same power. To exercise it sagaciously is another matter. To exercise it unwisely might derange the entire export trade of the country, and destroy the agricultural and commercial prosperity of the central States in the interest of those nearer the seaboard. We are inclined to the opinion that a Commission, created somewhat after the form of the State Commissions, whose business it should be to investigate the whole subject of transportation by rail, might be of great service, and be the means of furnishing Congress information that could not be readily acquired elsewhere. In our judgment, until this is done, legislation that attempts to do more will probably affect injuriously our internal commerce.

We have always in our reports expressed the opinion that some action by Congress would relieve what seems to be an anamolous position. Last year the Supreme Court of Iowa, in the case of *John A. Carton & Co. v. The Illinois Central Railroad Company*, held, "that an act of the State legislature whose object and purpose is to control and regulate the shipment of freight to points in other States is in violation of Art. 1, Sec. 8, of the Constitution of the United States, as being legislation on interstate commerce, a subject which in its nature is national and requiring the exclusive legislation of Congress. The Supreme Court of Illinois, in the case of *Burley & Swannele v. The Wabash, St. Louis & Pacific Railway*, says that a statute similar to the above does not conflict with Art. 1, Sec. 8, of the Constitution of the United States. "The Wabash Company is engaged in state as well as interstate commerce, and the State must be permitted to adopt such rules and regulations as may be necessary for the promotion of the general welfare of the people within its own jurisdiction,

even though in so doing those without may be incidentally affected. Should Congress pass a law regulating the charges of railroads engaged in interstate commerce, it may be that Illinois would be confined to charges for the transportation of property wholly within the State, but no such law has been passed."

In the further elucidation of this subject we give the opinion of Judge McCrary of the Circuit Court of the United States, rendered in Des Moines, October 24, 1883, in the case of *Wm. Kaeiser v. The Illinois Central Railroad Company:*

By an act of the General Assembly of Iowa, approved 1874, a tariff of maximum charges was provided for the transportation of freight and passengers by railroad. The act, by its terms, applies to "all railroad corporations organized or doing business in this State, their trustees, receivers, or lessees." It provides that "all railroads in this State shall be classified according to the gross amount of their respective annual earnings within the State per mile for the preceding year," and for a separate tariff of rates for each class. It also provided that the tariff of rates so established should "be considered a basis on which to compute the compensation for transporting freight, goods, merchandise, or property over any line of railroad within this State."

This suit is brought to recover damages for overcharges upon freight shipped from points in Iowa to points in Illinois or Wisconsin over a part of defendant's road in Iowa and over connecting lines in the other States named. The answer sets up, among other things, that the statute above named neither had nor was intended to have any extra territorial operation beyond the limits of Iowa, and neither had nor was intended to have any application to or effect upon contracts, either expressed or implied, for the conveyance of persons or property from a point in one State to a point in another State. Plaintiff demurs to this answer and the principal questions discussed by counsel are:

1st. Did the act, by its terms, apply to interstate commerce?

2d. If so, is it constitutional?

A. B. & J. C. Cummins, for plaintiff.

John F. Duncombe, for defendant.

McCrary, *Circuit Judge.*—There may be room for doubt as to whether the act of 1874, by its terms, applied to inter-State commerce. If it be construed as in *pari materia* with the subsequent act of the Sixteenth General Assembly (1876) "for the relief of certain railroad companies, their agents and employes," there is, I think, sufficient ground for holding that it was only intended to regulate such transportation as was carried on within the State. The latter act provides for releasing any railroad company from liability for having violated the act of 1874 upon certain conditions. Among these conditions was a requirement that such railroad companies should enter into

bonds with security conditioned that they would not seek to evade the provisions of the act of 1874, "by increasing or contriving any increase on through rates to points on its line outside of the State." If the original act itself was intended to apply to through shipments between points in this State and points in other States, it is difficult to see how it could have been evaded by increasing such rates. It is plain, therefore, that the legislature understood and construed the original act as applicable only to local or State commerce, and sought by the supplemental act above mentioned to induce railroad companies to bind themselves by contract not to increase their charges upon inter-State commerce for the purpose of making up for their losses under the law upon State commerce. If, however, the statute shall be held, by its terms, to apply to inter-State commerce, I am of the opinion that it should be held to be in contravention of Art. 1, Sec. 8, of the Constitution of the United States, which confers upon Congress the power "to regulate commerce with foreign nations and among the several States."

The question is one of great importance, and, in some of its aspects, not free from difficulty. It has been much discussed in the courts of the country and especially in the Supreme Court of the United States. The following propositions may now be laid down as settled, at least so far as the Federal Courts are concerned:

1. The transportation of merchandise from place to place by railroad is commerce.

2. The transportation of merchandise from a place in one State to a place in another is "commerce among the States."

3. To fix or limit the charges for such transportation is to regulate commerce.

4. A statute fixing or limiting such charges for transportation from places in one State to places in other States is a regulation of commerce among the States.

5. The power to regulate such commerce is vested by the Constitution in Congress.

6. This power of Congress is exclusive, at least in all cases where the subjects, over which the power is exercised, are in their nature national or admit of one uniform system or plan of regulation.

7. The State cannot adopt any regulation which does or may operate injuriously upon the commerce of other States.

These general propositions are abundantly sustained by the following, among other, authorities: *Crandall v. Nevada*, 6 Wal., 35; *Passenger Cases*, 7 How., 283; *Gibbon v. Ogden*, 9 Wheat., 1; *Case of State Freight Tax*, 15 Wal., 232; *Welton v. Missouri*, 90 U. S., 279; *Hall v. De Cuir*, 95 U. S., 497; *Railroad Company v. Husen*, 95 U. S., 469; *Pensacola Telegraph Co. v. Western, etc., Telegraph Co.*, 96 U. S., 9; *Carton v. Illinois Central Railroad Co.*, 1 (Supreme Court of Iowa), 13 N. W. Rep., 67.

It is insisted by plaintiff's counsel, in his very able and exhaustive argument in this case, that, conceding the soundness of these propositions, the statute in question may be upheld upon the ground that in enacting it the State ex-

ercised a power which is vested concurrently in the States and the general government. That certain powers may be exercised by the States in the way of regulating inter-State commerce, where no act of congress is interfered with, may, for the purposes of this case, well be admitted. Assuming such to be the law, the questions remain:

1. Whether the act in question, if applied to through shipments of freight upon lines extending into or through several States, must not be held to relate to a subject which is in its nature national, or which admits of one uniform system or plan of regulation.

2. Whether, if the power of the State to pass such an act be conceded, it does not necessarily include the power to discriminate against the commerce of other States?

If either of these questions must be answered affirmatively. then the statute, in so far as it relates to through shipments over inter-State lines, is in violation of the Federal Constitution. I am of the opinion that both questions must be so answered. It seems very obvious that the regulation of transportation of merchandise over a line extending, it may be, from the Atlantic to the Pacific ocean, is a subject which is in its nature national. It is so because it necessarily concerns the people of the whole country, and is beyond the legislative power of any single State. It is also apparent that such transportation not only admits of, but requires a uniform system or plan of regulation. I do not understand the plaintiff's counsel as denying these propositions; but he insists that this State may regulate charges upon so much of the route as lies within its own territory. In other words, the contention of counsel is, that each State over whose territory a line of inter-State railroad passes, may fix or limit the charges to be made for the carriage of a cargo upon that part of the route which lies within its own jurisdiction. The consideration of this proposition involves a determination of the second question last above stated, viz.: whether the statute in question construed as authorizing the regulation of charges within this State, may not affect charges made for carriage in other States. To state the question in another form it is this: Can each of the States through which a cargo must pass, in going, for example, from Des Moines to New York City, fix the proportionate charge which shall be made by the carrier for the distance within its own territory? Such a line would pass through portions of the States of Iowa, Illinois, Indiana, Ohio, Pennsylvania and New York. How can Iowa fix the amount to be paid for the carriage from Des Moines to the State line without indirectly affecting the rates to be charged in other States? It must be borne in mind that the power to regulate includes not only the the power to reduce, but the power to increase charges. If one of the States upon such a line can fix the charges for carriage within its own territory, what is to prevent it from authorizing its own carriers to demand and receive an undue and unreasonable proportion of the gross amount? If the proposition contended for be admitted, what is there to prevent the three States through which the charge must first pass on its way to New York from exacting more than one half of the charge for the entire route? Or, to state

the same question in another way, why may not the five States through which the cargo would pass before reaching the boundary of New York, exact, in the aggregate, the whole of a reasonable charge for the entire route, leaving nothing for the carrier within the State of New York? And since no State law can have any extra territorial force, is it not clear that the attempt to enforce the statutes of each of the several States, in so far as the carriage within such State is concerned, would lead to conflicts and disputes which no State authority would be competent to adjust and determine. These considerations, I think, lead inevitably to a conclusion, not only that such commerce is the subject only of National control and regulation, but that any attempt to devolve upon a single State the power to regulate it in part would necessarily give to such State the right to discriminate against other States of the Union. It is well known that one of the chief reasons which caused the Constitutional Convention to insert the commercial clause in the Constitution of the United States, was the belief that if the power to regulate commerce among the States was not taken exclusively into the hands of the national government, rivalries and jealousies would arise among the States similar to those which had existed under the old confederation, which would lead practically to the destruction of inter-State commerce, and it was regarded as specially important that no power in the legislature of any one State to interfere with commerce or trade in any other State should be recognized as existing. My conclusion is, therefore, that the statute in question, if held to apply to inter-State commerce, is in violation of the Constitution of the United States. In this view I am supported by the recent decision of the Supreme Court of this State (*Carton v. Ill. Cent. R. R. Co.*, *supra*), in which the act now under consideration was held to be unconstitutional. If I were in doubt upon the subject I should not hesitate to follow that ruling. I am not aware that the Federal courts have ever in the course of our history undertaken to enforce a State statute which has been held void by the supreme judicial authority of the State. I should hesitate long before undertaking to enforce in this tribunal any act of the State Legislature which the Supreme Court of the State has held, for any reason, to be null and void. To do so would be to give suitors who can come here an unjust advantage over the citizens of the State, who are compelled to submit their rights to the determination of the State courts.

The demurrer to the answer is overruled.

RAILROAD WARS.

Mr. Charles Francis Adams, in an article published during the present year in the Boston *Journal*, says: "The old idea in regard to a community and its railroads was that the railroads were to be regarded in the nature of thieves, and when they fell out honest men might hope to come to their dues.

"The whole tendency of late has been in another direction; it has

become recognized that the business of a railroad company is to serve the public, not fight another railroad company. It has become recognized that in order to serve the public well, corporations must be large and prosperous; small companies cannot afford the equipment or facilities which modern railroad business requires. So far as the public is concerned, the tendency of feeling and legislation in respect to railroad development is well defined. The tendency is to look upon railroad war as any other war and railroad peace as any other peace. The war was a wasteful, uncertain, semi-barbarous way of reaching a desired result. In place of it a system of regulation and arbitration is being rapidly developed. The railroad companies are allowed to grow and assume such forms as may be made convenient by the needs of the work they have to do. Never was our railroad service so good, so uniform, so generally regardful of the just rights of the public as at this time. It will unquestionably be more so in the future than it is now; but that the public may be better served, the railroads must give up fighting, and concentrate their resources and attention on serving the public."

The view here taken by Mr. Adams is undoubtedly correct in its theory; in practice, however, the railways, with all the machinery of commissions, pools, etc., are slow in reaching the status above marked out. They are all ready to admit that they should be governed by whatever is reasonable, fair, and right, and are always ready to make contracts and agreements; but there is a wonderful tendency to break them and get into open warfare. Why this should be we shall not attempt to explain. During the railway war at Des Moines last year, participated in by nearly all the roads doing business in this city, and affecting seriously the interest of almost every town in the vicinity, it occurred to members of this Board that if the officers and directors of the various companies could be held personally responsible for the difference between the rates then given and a reasonable and fair rate for doing the business, the differences between these corporations would readily be adjusted.

Every man doing business with a railroad company wants his freight carried in the shortest practicable time and delivered in the same condition it was received. This feature has been wonderfully improved in the last few years, and delays are the exception, not the rule. He wants his rates as low as practicable, and to comply with with the foregoing. Cheap rates, as business is now generally done,

will not compensate for unreasonable delays. He does not, however, want his business done at a loss to the carrier; for he knows that the loss must be made up, and a portion of it at his expense, often when he cannot require those who have been benefited by the reduced rates to contribute to the high rates. The railway tariff that brings out the greatest volume of business, and at the same time makes a reasonable return for services rendered, is the best, both for the companies and the public. We have thought that one strong road should be more valuable to a community than two weak ones; that it should be to the interest of the strong road to furnish every facility to build up the business, the manufactories, and give prominence to the points from which they have no rivals in the carrying trade. On the contrary, strange as it may appear, they furnish all possible facilities and the lowest rates to the points where they cannot hope to more than divide the business, and by the rates they fix render it impracticable to build up industries where, if built up, they would reap the sole advantage.

They compel the man of enterprise and capital to abandon the non-competitive point and establish his business where they must divide the carrying with rival routes. We have often wondered why this should be, and have never received a solution that was at all creditable to the sagacity of the party fixing rates. To arrange tariffs in such manner as to develop at non-competing points trade and manufacture, would in many ways be advantageous to the railway companies. Towns always grow where there is remunerative wages for labor, and whatever develops a demand for it attracts the supply. The increase of population increases the wants to be supplied and increases travel, which belongs to their lines alone. To build up large manufacturing interests at non-competitive points by the exercise of reasonable and judicious rates, would tend to solve many of the difficulties that now disturb the relations of the companies. We cannot resist the conviction that the railway manager in his treatment of this branch of his relation with the public has been governed more by the amount that could be realized at once than by the broader scope that should cover the future possibilities of the territory that he occupies and the expansion of his business.

POOLS AND POOLING.

The competitive point, and its treatment by the corporations, has always been one of the most serious questions that has agitated the railway system. The course that has ordinarily been pursued by the rival lines has been to agree upon rates, and allow each to carry what it could get. With the anxiety felt for increasing his business by the freight agent, it was very easy to disturb the natural equilibrium, and contests followed, which, after depleting the resources of the contestants, were usually followed by new compacts. This state of things, from which the public derived no practical benefit, the fluctuation of rates working a hardship on the merchant and shipper, led to the adoption of what is termed the pool. To the public mind the word pool has a vague and undefined meaning, and perhaps it may be as well to state exactly what it is, and, as far as we are able, its effect on the business of the country. A railroad freight pool is an agreement between the several lines reaching competitive points, by which each road is awarded a percentage of the business or the receipts of the business, to be determined by the representatives of all the lines in interest or by arbitrators chosen by them. There is usually a commissioner appointed, whose duty it is to see that each road gets its allotted proportion of the business, or, in the case of a division of receipts, to see that each gets its share. Having decided upon the proportion each road is to receive, it is easy to determine rates, and each party has then an interest in maintaining them. This is the feature that renders pooling unpopular, and has given rise to very much discussion. It has been the theme of many an harangue on the stump, and in legislative bodies, that a few railway freight agents had it in their power "to combine and lay their hands on the throat of the industries and commerce of the country and strangle them." While it might be possible for these gentlemen, by ill-judged action or mistaken policy, to make serious blunders that would affect special industries injuriously, dependent as they are for their success upon the prosperity of their patrons, it is hardly within the range of probability that they would do any act that would seriously interfere with the general welfare. That good men talk loosely and without knowledge on this subject was illustrated by the letter of Judge Black to the New York Chamber of Commerce in August, 1880, where he stated that by an agreement the railways had raised the rates during the suspension of navigation five cents per hundred pounds over an

unreasonably high rate, which amount equalled an export tax of $75,000,000.00. He afterward found on examination that this amount nearly equalled the dividends on all the roads in the United States for the year, and the increase, instead of being seventy-five, was two millions. Mr. Black had the manliness to publicly acknowledge that he was mistaken in his facts. But it is hardly safe to assume, when such profound thinkers and conscientious seekers after truth go wild upon a subject attracting popular attention, that the average statesman will always reach correct conclusions.

In the pooling, whichever form is followed, it is claimed that the facilities for the transaction of business are more reliable, and that a saving in the cost of conducting and managing the business is affected. We understand that experience shows that whether railway companies allow business to take its natural channels or compete strongly for it the result in percentage to each is about the same. Whatever the effect of pooling may be in the future, one thing is certain, that with all the pools, combinations and consolidations that have been formed in the past twenty years, the result has been a gradual reduction of rates from the great grain and stock-raising regions to the ultimate market.

DENNIS KEARNEY.

Dennis Kearney, the California communist and agitator, during the last summer appeared before the Railroad Commissioners to whom was confided by that State the difficult and delicate task of fixing railroad tariffs, with a proposition that, to say the least, was novel. He claims that the railways are the largest employers of labor in the State, and that the prices they pay fix the compensation for all other labor, and that the rates of transportation shall be fixed solely, or at least mainly, with the idea that the labor of the State shall earn in a less number of hours a compensation very much in excess of what is now paid; that the only interest that deserves attention at their hands is that of what he terms the "wage workers"; that all other interests are prosperous when the day laborer receives a liberal compensation for his services. Mr. Kearney sees but one side of the subject, and is like many other philosophers who conceive from their standpoint that they thoroughly understand one of the most complex questions that has ever been presented for solution, the proper relations of the public and the State to the corporations created by them,

and the best method of managing them. His proposition, properly stated, would be this: when all the business interests of the country are prosperous, and there is a great demand for agricultural products and for manufactured articles, then labor receives a liberal compensation; but when there is over production, the labor market, being the most sensitive, is the most readily affected. Mr. Kearney's idea of increasing rates is so utterly at variance with sound policy that it needs but an illustration to show its fallacy. Three years ago some speculators cornered the wheat markets of this country with the view of raising the price of that staple abroad. They failed in the effort because they misunderstood the temper and the condition of Europe. Those people will buy and consume our wheat and pork if it can be bought at reasonable rates; if not, they can live on something else. They are not able to pay extravagant rates. The prosperity of the country for the last few years has been due in part to the fact that we were able to export largely more than we imported. We have been enabled to do this by the low rates of transportation from the agricultural centres to the markets of the world. A rate imposed on Mr. Kearney's theory in the interest of the "wage workers" might very readily place an embargo on the movements of our produce, and impose greater hardship on the day laborer than allowing the laws of of supply and demand to operate untrammeled.

REASONABLE RATES.

The Iowa Commissioner law contemplates for the transportation of persons and property reasonable rates, and expressly says that unreasonable rates shall not be charged. The determination of what is reasonable is not in its nature a legislative, but a judicial, act, to be reached by careful and patient investigation. The railway manager has the best means of knowing what is reasonable, and ought, when called upon, to be able to give satisfactory reasons for the rate he makes. It is difficult to give a general answer that will cover all cases of what should be reasonable charges for transportation. A main line of road whose business is large, whose grades are easy, and is equipped with all the conveniences and facilities for handling the traffic offered, can do its work cheaper there, than it can on a branch line where there is little to do, and whose operating expenses can hardly be earned; but, as we understand, this furnishes no reason for extortionate, or even paying, rates on the branch line. It is proper

that the main line should contribute to the expense of operating the non-paying branch, as it is from the contributions furnished by these branches that the grand aggregate is made, that makes the main line profitable. The cost of doing the work on the branch line obviously should not fix the rate, because it would work hardship on those compelled to do business with it, and public policy seems to require that, as far as practicable, all parts of the country should get as nearly uniform rates as circumstances will admit.

To determine when the railways are receiving more than reasonable compensation, and prescribe the remedy, is one of the judicial functions of the board. This should be exercised by examining into every case presented, and hearing patiently the reasons offered for the rates made. To reach conclusions by the application of a general principle, that in itself may be plausible and sometimes work well, will often produce more harm than benefit. Railway management has made great progress in its efforts to solve the various problems that have been presented, but there is still much to be learned. Close study of the particular cases presented, with an earnest effort to arrive at conclusions that will do justice to all parties, is expected of those to whom the State has delegated the authority to determine whether rates are reasonable.

We have read with interest an article, published not long since, by Judge Cooley, of Michigan, on the subject of Railroad Commissions. His high reputation as a Judge of the Supreme Court of his State, as a law writer, and his recent membership of the commission appointed to investigate and report upon the subject of differential rates from the West to the seaboard cities, justify us in inserting it in full.

RAILROAD COMMISSIONS.

THE IMPORTANCE OF AN UMPIRE BETWEEN COMMON CARRIERS AND THE PUBLIC—THE VIEWS OF JUDGE COOLEY, OF MICHIGAN.

Few things are more evident to the casual observer than the jealousy with which the railroad interest is regarded by the general public. Some of the reasons for this are as obvious as the fact. The enormous wealth which this interest represents, the rapidity of its growth, the vast numbers and the great ability it summons to its service, and its immense possibilities for evil as well as for good, cannot fail most powerfully to affect the imagination, and to cause no little apprehension for the future, even in the most thoughtful and well-balanced minds. The fact, too, that the managers of

great lines or systems of competing roads are found agreeing upon rates, and perhaps upon apportionment of business, and thus apparently putting an end to competition, has the appearance of organizing those who should be competitors into one or more great monopolies, with which the public is compelled to deal on their own terms; and these terms will prima facie be taken to be unreasonable and oppressive, for the reason that they are dictated exclusively by one of the parties concerned, irrespective of concurring will in the other. The railway interest being thus personified as a monopoly, all individual interests, as they come in conflict with it, seem to be placed at great disadvantage; none of them receives and disburses such vast sums of money; none of them has so many desirable places at its disposal; none of them, without loss to itself, can grant so many favors; none of them has so many means of affecting, duly or unduly, the legislation of the country. So great a power is certain to be more or less abused; and when it is wielded, as sometimes it will be, by men who are arrogant, overbearing, and reckless of the rights of others, the public are more likely to regard the abuse as naturally and inevitably pertaining to a system than as exceptional. Even the administration of justice cannot fail to be distrusted when it is observed that a large share of the best legal talent of the country is found regularly employed by an interest whose other facilities give it great advantages in litigation with private parties.

On the other hand, it is notorious that railroad managers believe, or certainly affect to believe, that both in the legislature and in the courts the railroad interest must meet its antagonist at great disadvantage. In the legislature demagogues find it apparently to their interest to pander to public ignorance and prejudice, and in the courts, if judges are firm and impartial, this is not to be expected of jurors. Jurors are drawn from the community at large, where distrust and prejudice are common, and they enter upon the nominal investigation of railroad cases with beliefs or impressions which put an impartial administration of the law out of the question. There are undoubtedly many who believe that every verdict awarded against a railroad company is so much recovered by the community from a grasping and heartless tyrant.

It is very obvious that to have the administration of public affairs thus distrusted is a great evil, whether the distrust is well founded or baseless. The value of government is largely in the content it gives, and there cannot be content where there is want of confidence. It is also a great evil to have so vast and so valuable an interest standing in apparent antagonism to the public. The relations of the public with it are so general, so constant and so intimate, the opportunities are so frequent, that the public good imperatively demands the existence of friendly relations between them. Indeed, the railroad ought to be considered and ought to be made the convenient and accommodating servant of the public, existing to do its will; but the public will that is to be served ought to be a just and reasonable will, and should demand nothing which the owners of railroad lines had no reason to anticipate when they invested their money in this species of property, and

which they cannot therefore be said to have bargained for. Much of the mutual distrust is without reason, and is the offspring of ignorance of railroad workings, and of the principles that govern them. Where it is, so it ought, as far as possible, to be removed by placing before the public the needful information. If railroads are created to serve the public, the public ought to have the means of judging for themselves whether the service is fairly performed, and is given for a reasonable compensation, and they cannot judge of this without such full presentation of facts as the railroad managers act upon in preparing their tariff of charges. But some of the problems involved are so intricate and complicated, and depend upon so many and various circumstances, the influence of which upon each other is not readily perceived, that it is impossible they should be fully appreciated and understood, and the reasonableness of railroad action in respect to them judged, except by those trained minds who have made them a study. But their intricate nature and the certainty that they will not be understood on casual examination, render it specially important that they should be patiently and thoughtfully considered in the interest of the public, that the public sentiment may be molded to a right conclusion in respect to them.

The facts above stated indicate what seems to me the chief need of a railroad commission. The railroad interest and the public stand in apparent antagonism, which frequently and needlessly becomes real antagonism. But they ought to be in harmony, and not at war. Their real interests are to be found in harmony and mutual prosperity. The more prosperous the railroads are, the better are they able to perform the services for which they are created. To deny them reasonable compensation, to cripple or hamper them by needless and vexatious legislation, to load them down with unreasonable burdens, will appear as impolitic from the standpoint of public interest as it would be for an employer to put his servant on short allowance, or to compel him to carry weight at his labor. If, on the other hand, as is not uncommonly believed, the railroad managers sometimes invite unfriendly treatment by assuming despotic powers where their just position is one of agency, by disregard of law, by extortion, and by favoritism, the impolicy of conduct on their part is equally plain and equally mischievous.

The first and most important duty of a railroad commissioner will be to stand as a friendly umpire between the public on the one hand and the railroad interest serving it on the other. He should for this purpose be given power to examine into all the details of railroad work, to investigate local complaints of unfair charges or discriminations, of unreasonable management of trains or of delays, of obstruction of highways, and the innumerable annoyances and dangers of which the public has, or thinks it has, occasion to complain; to examine the condition of the road, the safety of bridges and other structures; whether proper regulations of police are established and enforced as a protection against calamities; and it should be his duty to bring to the attention of the railroad managers, in an authoritative way, any neglect, omission, or misconduct in which the public would be concerned. He should prepare himself to give authoritative and reliable

information as a basis for public judgment on railroad affairs, and his impartial position and standing should be so unquestionable and notorious that his information will be accepted without any of the suspicion which is so likely to accompany that which is furnished by the railroad companies themselves.

It cannot admit of doubt that a competent and suitable commissioner, occupying this position, could be of incalculable advantage, not only to the public, but to the railroad interest. So far as antagonisms depend on prejudice, misunderstandings of fact, or of the general principles which underlie the railroad service, he should be able to remove them, or the most of them, quietly and without litigation or cost. He would be able to settle many local controversies which, if left to the parties themselves, would grow into bitterness, and perhaps on one side or the other ensue in violent or lawless action. But his services ought to be quite as valuable in anticipating and preventing antagonisms and controversies as in settling them after they had arisen; for it would be a large part of his duty, by his careful oversight, to see that reasonable cause for complaint did not arise.

The commissioner should also be required to report upon railroad accidents, with a view as well to fix the responsibility for them as to guard against the occurrence of like accidents in the future; and this report should be for the use of the State as well as of the railroad company concerned. And in his general supervision of railroad affairs, it should be expected of him that he should advise upon the removal of dangers at highway crossings, or the protection against them by watchmen or otherwise, and that he will have some advisory authority also in respect to terminal and other facilities which the roads are expected to supply. As such powers might be easily abused and made the means of annoyance for improper ends. It is assumed that they would be carefully guarded in the law conferring them.

To make the commissioner thus useful, the law which provides for this appointment, and the authority which selects him should assume that the interest of the public and the interests of the railroads are not antagonistic, but that both alike require harmonious workings and mutual prosperity. To make the appointment on any different assumption would be mischievous in a high degree. If the commissioner were expected to occupy a hostile attitude toward the railroads, and to be a champion of controversies instead of an impartial arbiter, or if he were understood to be chosen in their interest, his powers for usefulness would be small, and the office itself would be a source of irritation, annoyance and controversy instead of a protection against them. I do not enlarge upon this, because it seems very obvious, though it has sometimes been overlooked in urging the creation of this office.

But the railroad ocmmissioner should not be expected to stand merely between the railroads and the public for mutual assistance and protection; he is needed also to keep peace and prevent mischief between the railroads themselves. However much the railroad interest may assume to the public eye the appearance of a monopoly, very slight examination shows it to be an

aggregate of antagonisms, and the desperate rivalry is often destructive not only of corporate but of individual interests. Who can compute the aggregate damage to the traveling public through loss of connection, unloading and reloading of freight, detention of cars, and the thousand little annoyances which arise from the unaccommodating spirit of rivalry, and without benefit to anyone? Who can justly estimate the danger as well as the loss from roads crossing each other at a grade when, with any disposition at mutual accommodation, it would be easy to cross otherwise? How many annoyances at the great railroad centers, and indeed, wherever two roads meet, could be avoided if an officer, though with only advisory powers, were to inquire into the cause and responsibility for them and insist upon their removal? There is a broad field here for official usefulness; for much as we may think the railroads combine to oppress the public, the undoubted fact is that the public more often suffers from their failure to act in a spirit of harmony and accommodation in their mutual dealings, than from all their joint arrangements and combinations.

The commissioner should also to some extent stand between the railroad companies and their servants; at least to the extent necessary to see that the known and generally used appliances and guards for their protection and safety are made use of by all. The fact that the law makes the servant take upon himself the risks of the employment does not relieve the managers from the moral duty of caring for his safety, and they should be reminded of the fact whenever it is neglected. In the mere mechanical management of the trains many things are yet to be learned. Take the coupling of cars, for example. How fearfully dangerous it is if we may judge by the loss of life! As experience teaches better ways the roads should be required to follow them, but a commissioner will be more likely than the general public to understand and appreciate how important it is that the railroads should be cautious and deliberate in adopting new methods and supposed but untried improvements. His business will be to look at a proposal on all sides, and not upon any pressure of public clamor to demand of the railroads that they make rash experiments.

The need for railroad supervision by some competent and impartial authority is emphasized by the peculiar division of powers between the nation and the States, which renders it impossible that the legislation of either the one or the other should establish a complete system for the regulation of the roads of any one State. But in this fact is to be found also the greatest danger to be anticipated or feared from railroad commissions. If, where two lines compete for the same business, a State can control one, because it is wholly within the State, while Congress alone can control the other, because, being in two or more States, the business upon it is interstate commerce, and if there shall be legislation by Congress and the State respectively differing essentially in substance and spirit, nothing would be more certain than that one of the two lines must be injured, and perhaps crippled or altogether ruined, by the imposition of restrictions or burdens which its rival did not feel, or by the want of advantages or facilities which

its rival was given. The two great New York lines—the Central and Erie—will sufficiently indicate this danger. Congressional legislation, conceived in a friendly spirit, and controlling the one, and State legislation, originating in unfriendly motives, for the other, or *vice versa*, might put fair and equal competition out of the question. The differing legislation of two contiguous States might in some cases be equally mischievous; and while the railroads would be the chief sufferers, nothing which limited the competitive power of facilities of any one could fail to injure the public also. But railroad commissions governing or regulating rival roads upon different systems and principles might prove equally mischievous and would be certain to do so if a spirit radically different controlled their respective administrations. The true solution of the railroad problem will doubtless some day be found in a judicious combination of self-government with government by the State. But State government, whether alone or in combination with self-government, can never be judicious or safe, unless it can take into consideration the whole of this immense and diversified interest—the whole railroad system of this country, in all its capabilities, all its needs, and all its multiform operations. State and congressional legislation, originating in the ordinary way, will be more likely to be conflicting and confusing than harmonious, and if it shall go very far in laying down definite and restrictive regulations, the introduction of new evils will be more probable than the eradication of such as before existed. Commissions, if not hampered by excessive and perhaps mischievous legislation, can proceed with deliberation and caution; they can consult and act in concert whenever co-operation is essential; they can deal with peculiar difficulties upon a judgment enlightened by the special facts and uncontrolled by iron rules, and then can assist quietly but most beneficially in a natural development of railroad usefulness, and a natural solution of railroad problems.

To obtain such results a railroad commissioner must be selected for his fairness and candor no less than for his intelligence. But his usefulness to the public will come largely from his activity in its behalf as an investigator and teacher. In railroad questions we are as yet only in the morning twilight; no expert fully masters them in all their bearings; the results are often unexpected and confusing, and the highest wisdom of one year proves to be folly in the next. As yet the study of railroad development and its workings is more important than to legislate upon it; the study may prepare us to act wisely; the legislation by those who know little or nothing of the subject is more likely to be mischievous than beneficial. It is well when on strange ground to make haste slowly, and not to assume that we can tell by intuition, or by a surface glance, where the quagmires and the pitfalls are. Time has cured many evils in railroad affairs without the aid of the law; but new evils have come in also; and we need to ascertain the whence and the wherefore before we can wisely deal with them. Let the commissioner be an investigator and a learner, on our behalf as well as for the purposes of his office, and some day we may hope to have a system of railroad management, the product more of experience than of legislation, which shall make

the railroads accomplish their intended purposes without the friction, the irritation and strife, the inequalities and the injustice of which the public has now such frequent occasion to complain. And when we have such a system, we shall also have more friendly relations between the roads and the community, better management on the one side, and better results, with greater content, on the other.

In this letter it is assumed that the powers which any State will attempt to confer on a railroad commissioner will be only advisory and administrative. He could not wisely be clothed with judicial powers, and in at least some of the States it would not be competent for the legislature to give him such powers, because all such powers are expressly, by their constitution, conferred upon the courts.

PETER A. DEY,
A. R. ANDERSON,
L. S. COFFIN,
Commissioners.

Attest:

E. G. MORGAN, *Secretary.*

MINORITY VIEW OF THE TRANSPORTATION QUESTION.

OFFICE BOARD OF RAILROAD COMMISSIONERS,
DES MOINES, October 30, 1883.

HON. BUREN R. SHERMAN, *Governor of Iowa:*

As I desire to make a few suggestions in conformity with the provisions of section 4, chapter 77, of the laws of 1878, and in which I cannot prevail upon my brothers to agree, I herewith submit my views separately for such consideration as they may merit. Any comments or suggestions on the transportation question, found in this report, elsewhere than in this separate expression of views, are not mine. A subject as a whole may be complex and intricate, and require for its mastery, in all its parts, an expert, yet it may be resolvable into sections, some of which may come within the grasp and comprehension of the "common mind." The line of action to be pursued with reference to a few questions in connection with "the working of the system of railroad transportation in this State, and its relations to the general business and prosperity of the citizens of the State," seems so patent that I am constrained to this separate action. If I am wrong, I am entering upon the shortest way to a better and more perfect knowledge of the subjects in hand. It is the unexpressed objection that baffles refutation, as it is the secret malady that defies the physician's skill.

And in submitting the suggestions I have to make in this connection, I wish to recall the fact that the leading object in the enactment of the tariff law of 1874 was the regulation of rail transportation, and, that while that law in many particulars disappointed its friends, proved impracticable in large degree, became unpopular, and was repealed, it was not so repealed for the reason that the people had abandoned the objects sought by its enactment.

The leading purpose in the enactment of the present law, creating the Commission, was the same, all other provisions and requirements being but the means necessary to that end. To mistake these means

as the end, to the neglect of the "weightier matters of the law," is a grave error fraught with mischief, not only to the people of the State at large, but to the projectors of such line of policy.

It was not the intent, in my judgment, of the legislature that enacted the law creating the Board of Railroad Commissioners, that the Commission should be merely a bureau for the collection of railway statistics, and a court for the adjustment of small claims and controversies between the corporations and the people.

The matter of statistics is of little value to the masses, save as they throw light upon, and aid in, the solution and settlement of the transportation question upon a basis at once fair alike to producer, carrier, and consumer. As for the settlement of claims and controversies other than those directly bearing upon the question of transportation, courts, with power to enforce their findings, were already provided for their settlement.

These are but incident to and the means by which the great objects of the statute creating the Commission are to be wrought out. That the task thus imposed is an arduous and difficult one, in the presence of which the best minds of the country may well pause for thorough investigation and profound reflection, no fair minded man will deny. Under these circumstances it would be but injustice to myself not to concede that, as a member of this Commission, I came to the discharge of my duties with misgivings as to my own ability to comprehend fully the various details of railway transportation. Taking the view of the law I do, and the duties it imposes upon this Commission, I have given the subject such examination and study as I could, to the end that I might know the causes of complaint, if any, made by producer and shipper against the railway service of the State, and the remedy therefor. As a result, I find that what is commonly known as the pool, and the kindred questions of discrimination between stations and persons, are the causes not only of all present distrust, but stand as the hindrance to a restoration of confidence between the railway corporations and the people.

This distrust, it is possible, may not be warranted by the facts, but it cannot be removed or allayed by denouncing those who entertain it as demagogues, inspired solely by purely personal motives of a questionable character.

The question of how to best regulate rail transportation in this country will be the prolific theme of much speech, both upon the

"stump" and in legislative halls, and while to hold up sand-lot demagogues and political pariahs as the promoters of this agitation, and their extravaganzas, as a fair example of the absurd and unjust demands made by the advocates of all governmental control, may please the fancy and command the favor of the railway manager who is conducting his corporation with reference to his own day and time only; in the end, argument will have to be met with argument, and reason with reason.

Palpable wrongs, apparent to the common mind, when made the subject of complaint by proper parties, cannot be put away with a sneer, nor answered wholly by the threadbare statement that the transportation problem is so intricate, complex, and incomprehensible that only railway managers and experts in the business are authorized to speak.

There is no occasion whatever for feeling of this kind. The conditions of the creation of railway corporations are that they will be used and operated for the purposes set forth in their respective charters, subject in all cases to governmental control.

It is no longer anything but a waste of time to discuss the question of the State's right to control, nor to discuss, or even enumerate, the many substantial grounds on which the courts have declared that right to rest. And this right exists by virtue of no modern doctrine generated by anti-monopolist agitation; but is settled in accordance with a principle long ago declared by the English judges when they put their heads together to know what to do with the man who was trundling a cart on the streets of London.

This right of control exists as fully and permanently as though it rested on ten thousand grounds instead of a few. The courts have declared this right again and again, and it only remains for the law-making power, and those who aid in giving shape and direction to public thought, to supply the means best adapted to secure, in the exercise of that right, the greatest good to the greatest number.

With the tremendous power in their hands that enables them to make and unmake individuals, towns, and communities, railway managements need not be surprised at criticism. That this criticism may sometimes be harsh and unreasonable, affords neither occasion for alarm nor ground for restiveness and irritation at all suggestions of reform that emanate from a public source.

Railway legislation enacted in the exercise of this spirit of control

will come from the great conservative masses, and will be considerately framed and justly enforced, within the scope of the authority the corporations themselves have delegated to the people, and for which they have, in advance, received adequate consideration.

That it is meet and proper that the people should go this far, no one will question. That they will not go farther, is as certain as that constitutional government shall stand and order and domestic tranquility prevail among the people.

The tariff law of 1874 was not repealed for the sole reason that it failed to meet the public expectation. The fact that it was highly unsatisfactory to the railway companies was a factor of no little influence upon the legislative mind.

It is a fact that is quite generally accepted by the public that no one can so well manage the affairs of a railway company, not in the interest of the stockholders alone, but in the interest of the general public as well, as its own general manager. The freer he is to act, so long as his action is equitable, the better. Such laws, then, as hamper the management least, and at the same time correct manifest abuses, and tend to place all the patrons of the road on an exact equality in dealing with it, are the ones that are productive of most good. Wholesome laws that will put trunk and parallel lines in the way of competition, and at the same time prevent unjust discriminations between stations and individuals, are the ones that suggest themselves to my mind as best calculated to be productive of good results.

Nothing breeds such distrust among the patrons of railways as discrimination, as this leaves every man in doubt as to whether he has fared as well as his neighbor, his competitor or rival in business.

It would seem that the railway companies themselves, managed as they are by the brightest minds in the country, would recognize this fact and at once put an end to all classes of discriminations, whether between competing or non-competing points, or whether between large or small shippers.

"It is very obvious," says Judge Cooley, speaking on another branch of this subject, "that to have the administration of public affairs thus distrusted, is a great evil, whether the distrust is well founded or baseless. The value of government is largely in the content it gives, and there cannot be content where there is want of confidence."

This is as true in the management of a railway as in the management of a government.

It would seem to the looker-on that railway managers would welcome a statute that enabled them to say to localities and individuals pressing for special rates and concessions, that it was impossible to grant such favors, the law having specially forbidden such action.

"Special rates," says one of the most popular and efficient general managers of one of the largest corporations in the country, "make the railway manager all his trouble."

It is not so much the rate that makes dissatisfaction, as it is the suspicion that unjust discrimination is being practiced.

"But," says the general manager, "we could not build up manufactories along our line if we did not have this right to discriminate in the shipments of raw materials. Rival lines, or lines in other sections of the country, will offer inducements, and we will lose them. We do not give these rates at the expense of any other class of shippers, but in consideration of the increased business the development of such industries along our lines being to us." Suppose, for argument's sake, this objection to legislation against discrimination be good, it is submitted that it is altogether competent and practicable to meet this objection by making an exception in the statute allowing special rates on raw materials, etc., to manufacturers. But, while this objection seems plausible, and, at first sight, to furnish an exception to a general rule, would not the general rule, without the exception, put all sections and localities of the country on an equal and equitable basis, the equity of which all fair men would see and respect, and would not the building up and developing of the various commercial industries of the country go on just the same in the natural order of things, and therefore, in harmony with the laws of competition and supply and demand?

THE POOL.

This Board has been criticised in various quarters for not seeing to it that the statute in this State (section 1297) forbidding pooling by parallel railway lines is enforced.

Persons making such complaint are perhaps laboring under a misapprehension of the facts.

If there is any violation of section 1297, Code 1873, against pooling contracts on State commerce, by the railways of this State, such fact has not come to the knowledge of the Board.

The pooling contracts which are the ground of the general complaint in this respect are made in relation to inter-state commerce, over which the railway companies claim State authorities have no control.

The case nearest in point in our own State is *Fuller v. The Chicago & Northwestern Railway Company*, 31 Iowa, 187. That was an action to recover a statute penalty and overcharges, and was brought under section 2, chapter 169, of the laws of 1862, which is in the following words: "In the month of September, annually, each railroad company shall fix its rates of fare for passengers and freights for transportation of timber, wood and coal, per ton, cord or thousand feet, per mile, also its fare and freight per mile for transporting merchandise, and articles of the first, second, third and fourth grades of freight, and on the first day of October following, shall put up at all the stations and depots, on its road, a printed copy of such fare and freight, and cause a copy to remain posted during the year. For willfully neglecting so to do, or for receiving higher rates of fare or freight than those posted, the company shall forfeit not less than one hundred dollars or more than two hundred dollars to any person injured thereby and sueing therefor." One point made by the defendant in this action was that the statute under which it was brought, was that it was in conflict with the Constitution of the United States in that it sought to regulate commerce among the States, a power conferred upon Congress. Article 1, Section 8, United States Constitution.

This was a statute commanding certain things to be done in relation to freight which was the subject of inter-state commerce, and imposing penalties to enforce obedience thereto. "No attempt is here made," say the court, "to regulate the charges of the incorporations for the transportation of merchandise and passengers. Nor is there anything in the provision which can in any way operate to interfere with, or prevent, the free exercise of the business of the company. It contains no prohibition of the transportation of passengers or the merchandise of the country, nor are any of the rights of the corporation, as pubiic carriers, curtailed. * * * As we have seen, it in no sense interferes with the business of the roads, or places any restriction or impediment upon the free transportation by railroads of either persons or property. They are forbidden to carry no kind or character of goods or persons; the time and place, and when and where they should receive and deliver whatever they trans-

port, is not interfered with; the terms, conditions and circumstances under which they shall transact their business are in no manner provided for; in short, transportation upon these roads is just as free, just as untrammeled as it was before the act. The *transportation* itself by these roads is in no sense regulated. The regulations of the act extend to the prevention of abuses, injustice and oppression toward the people resulting from the unfair and unlawful practices of the agents and officers of the corporation, or from the corporations themselves. It is intended simply for the protection of the people of the State, and in its practical operation has no other effect; and in this view is a police regulation indisputably within the scope of the authority of the State government. * * * Such laws, while they may even affect commerce and operate upon those engaged therein, are not obnoxious to the Constitution of the United States. * * * The views above stated, in our opinion, are in accord with doctrines recognized by the United States supreme court. *The Mayor, etc., of N. Y. v. Miln*, 11 Pet., 102; *Gibbons v. Ogden*, 9 Wheat., 1; *License Cases*, 5 How., 504; *Brown v. Maryland*, 12 Wheat., 419; *Passenger Cases*, 7 How., 276."

That the doctrine of this case is not only not encroached upon, but referred to and approved in *The City of Council Bluffs v. The K. C., St. J. & C. B. R. Co.*, 45 Iowa, 338, an extract therefrom need only be cited. In that case, at page 354, the court say: "We fully recognize the well-settled doctrine that the State, by virtue of its police power, may enact all such laws as may be necessary and proper to protect its citizens in their persons, health and property, to guard them against frauds, impositions and oppressions, even where such laws may, in some respects, affect persons or corporations engaged in the transportation of foreign or inter-state commerce, such as quarantine and health laws, all laws to prevent the commission of felonies, misdemeanors and other breaches of the peace, etc. *The Mayor, etc., N. Y. v. Miln*, 11 Pet., 102; *Gibbons v. Ogden*, 9 Wheat., 1; *License Cases*, 5 How., 504; *Brown v. Maryland*, 12 Wheat., 419; *Passenger Cases*, 7 How., 283; *Fuller v. C. & N. W. R'y Co.*, 31 Iowa, 187. The views we have expressed in respect to the validity of the statute under consideration are in no respect inconsistent with the doctrine above referred to. The act is not in the nature of a police regulation, nor confined within the exercise of the police power of the State." *John A. Carton v. The Illinois Central Railway Com-*

pany, 6 Am. & En. Railway Cases, 305, sometimes mentioned in this connection, is not in point. Indeed, the statute involved in this case and the Fuller case, *supra*, are so unlike in their nature and office that the court in discussing the former seems to have never thought of the latter, though the point was made in both cases that said statute were in conflict with article I, section 8, Constitution of the United States, and therefore an encroachment upon the power of Congress. There can be no pretense that the one case overrules the other. They are entirely different on principle. Section 1297 is not "an act of the State legislature whose object and purpose is to control and regulate the shipment of freight to points in other States," and therefore "in violation of article I, section 8, of the Constitution of the United States."

This section does not fix the price which the corporations shall charge for the transportation of property, but is purely a police regulation declaring it to be unlawful "for any railway company to make any contract, or enter into any stipulation with any other railway company running in the same general direction, by which either company shall, directly or indirectly, agree to divide in any manner or proportion, the joint earnings upon the whole or any part of the freight transported over such roads."

The difficulty has never been as to the power of Congress to regulate commerce among the States, but as to what is to be deemed an invasion of that power, for as has been said by the United States supreme court, "legislation may, in a great variety of ways, affect commerce, and persons engaged in it, without constituting a regulation of it within the meaning of the Constitution."

In fact section 1297 does not seek to regulate even State commerce, and its strict enforcement cannot in any sense be called a regulation of commerce, either state or national.

A brief examination of the workings of the contracts and stipulations between railway companies, sought to be prohibited by said section 1297, will show the importance of action in this regard. By the pool, in this connection, is meant the generally accepted idea of an arrangement between parallel trunk lines by which they agree on charging given rates between given points, each company being entitled to a certain per cent of the whole business. These arrangements are, as a rule, in vogue at all competing points.

While it must not be overlooked that it was left for the railways,

in great part, at least, to make it possible for Iowa farmers to get to market with their farm products, nevertheless, the belief remains and is growing, rather than diminishing, that freight rates should be reduced in some particulars. In other words, that there should be a more equitable equalization of rates between different stations and shippers. And this condition of things will most likely continue as long as such agreements, between what should be competing lines, as the pool is understood to be, are continued, or, until such time as the general public shall have acquired such a perfect knowledge of the cost of transportation, in all its various, intricate details, as to know that the current rates are reasonable notwithstanding the pool and its apparent inconsistencies with fair competition. But the people are not yet in possession of this knowledge, and distrust supplants confidence. Rival lines are built, and frequently with local tax and other aid, under the belief that competition will thus be secured. Instead of competition comes the pool, and former rates are maintained. It is not strange under these circumstances that what is popularly known as the pool, should meet with popular disfavor. "It is hard to persuade the common shipper," says Mr. Joseph Nimmo, Jr., "that such tremendous power over the commercial and industrial interests of the country, can safely be entrusted to the railway companies, and that during the prevalence of the pool, freights are not unnecessarily high." "These objections," says the same authority, "to pooling arrangements present issues which must be met by the advocates of the system." In the light of present practical results, it would seem quite apparent that, if the pool is to be maintained, it will have to be supported in the future with stronger arguments and more satisfactory consequences than it has been supported with in the past. The pool has never, as yet, accomplished the things mainly claimed for it by its advocates, to-wit.: Steadiness in rates and security to railway properties. Rates continue to fluctuate, and railway wars are waged everywhere on a gigantic scale. The belief is common that the pool is the chief hindrance to legitimate competition, and that it exists in the interest of the railways only. And, until some better reason is given than has appeared yet why railway companies should constitute an exception to the common laws of competition, this belief will remain.

The regulative influence of competition has been sufficient to establish charges at a reasonable compensation for services rendered

in all other departments of industrial enterprise, and only the strongest and most satisfactory reasons will justify making railway companies an exception to the general rule. The argument that the laws of supply and demand, and of competition, fail to regulate rates on railways as on free highways of commerce, and that the railway system of the country is, owing to the novelties of the system itself, a law unto itself, does not, on close scrutiny, seem to belong to this class. In view of the attributes of man's nature, with reference to which the law has ever on a given state of facts raised certain presumptions, the pool may fairly be said to constitute a *prima facie* case of extortion. And the fact that all non-competing stations within from fifty to one hundred miles of competing stations pay as high, or higher, rates than competing stations, though by these distances that much nearer the markets; and that, notwithstanding this state of facts, rates are so high at competing stations that railways not reaching them by their own lines by many miles, and incapable of doing so except by means of connections with circuitous lines that greatly increase the distance between the pooling points, can force their way into the pool, tends rather to confirm, than to remove, the impressions reached by this line of reasoning. The fact alone that non-competing points, though nearer the markets than competing points on the same lines of railway, pay the greater rate is such an apparent abuse and unjust exercise of the discriminatory power of the railway manager as to not only bring into great disfavor all arbitrary discriminations, pools, and combinations that produce such results, but demands the immediate attention of the law enforcing and law making powers.

DISCRIMINATIONS AMONG STATIONS AND SHIPPERS.

It is safe to assume that the railway manager is carrying freight to and from competing points on business principles, and that he is charging, at least, a reasonable compensation for his services; and, from this stand-point, it is manifestly unjust to permit him to charge a greater rate from non-competing points on the same line to the same destination for a less distance. If the manager answers that the competing rate, notwithstanding our assumption, is so low as to necessitate a higher rate from non-competing points, the sufficient reply is that that is an unjust, and should speedily be made, if not already so, an unlawful discrimination among the patrons of his road.

To state the situation approximately, the building up and developing of twenty-five towns, or stations, at the expense of the nine hundred and seventy five remaining towns or stations in the State, under this system of discrimination, is a work so palpably wrong on its face, and so in contravention of the principle that demands the greatest good to the greatest number in the establishment of laws and public policies, that it needs only to be stated to be condemned.

Another class of discrimination, and one that is the source of great and growing complaint, is the discrimination which the railway manager claims it his right to make, under the law, between the large shipper and the small one.

It is claimed by the advocates of this rule of action that the same principle applies to the general manager of a railway, in disposing his freight rates, that applies in the commerce of private individuals as to wholesale and retail dealers.

A question involving this principle came before the Board in the case of *Merrill and Keeney v. The Chicago & Northwestern Railway Co. and the C., M. & St. P. Railway Co.*

A determination of this question involved a construction of section 11, chapter 77, of the laws of 1878. A majority of the Board held the complaint of plaintiff not well founded, as said section authorized the railway manager to discriminate in making his rates between a wholesale and retail dealer, giving to the larger shipper a better rate than to the smaller.

From this conclusion the writer hereof dissented, and, for a better and more perfect knowledge of all the facts, reference is made to the case as it is reported in full in this report.

ELEVATORS.

There is complaint also in various quarters under this same head, that grain buyers owning or controlling elevators along the lines of railways, receive from railway managers rates, concessions, or drawbacks that are not allowed farmers, or men who buy and load directly from wagons into cars.

This Board, while holding in three different cases that the farmer, or track buyer, was entitled to the same rates, etc., as the elevator man, if loading in substantially the same time, promulgated a decision to the effect that a wholesale furniture dealer was entitled to better rates between same points, on same lines for same class of

freight, than a retail dealer, for the reason that he (the wholesale dealer) shipped more cars than the retail dealer. From this decision I dissented. The elevator man and the wholesale have already, in their capital, sufficient advantage over the small shipper and dealer. For instance, without the check upon the elevator man which this Board's construction of section 11, chapter 77, laws of 1878, gives the farmer, he would be helpless in the hands of the elevator man, having to submit to just such terms as he dictated.

The right and privilege to load cars on the track from a wagon may not be one he may choose often to exercise, but it is a most wholesome one for him to have in reserve, and is indispensable to his safety.

In my opinion section 11, chapter 77, laws of 1878, already covers this point, providing that the car load shall be the basis from which to reckon rates, circumstances and conditions as to freight and distances being the same.

It would not be safe for the State to leave this vast power of discriminating between stations and individuals to the railway corporations, and I do not think it has done so. For the State to place, or permit to remain, in the hands of any person or corporation such power over the commercial and industrial interests of the people of the State, would not only be unsafe, but would be contrary to good morals. And this expression of opinion is not mine, nor is it the result of modern agitation of railway corporation questions, but is as old as the experiences of men and has furnished a rule of action for all the ages.

The law of this State bearing upon the question of discrimination by railway companies among stations and shippers is found in the three sections following. Code, 1873, Sec. 1304:

In the month of June, in each and every year, every railroad company operating a railroad in this State, shall fix its maximum rates of fare for passengers and freight, for transportation of timber, wood, and coal, per ton, cord, or thousand feet, per mile, also its fare and freight per mile for transporting merchandise, and articles of the first, second, third, and fourth classes of freight; and on the first day of July following shall put up, at all the stations and depots on its road, a printed copy of such fare and freight, and cause a copy to remain posted during the year. For willfully neglecting so to do, or for willfully receiving higher rates of fare or freight than those posted, the company shall forfeit and pay to the State of Iowa, for the use of the school-fund, not less than one hundred dollars, nor more than two

hundred dollars, to be recovered in any civil action in the name of the State; and it is hereby made the duty of the several district-attorneys, within their respective districts, to sue for and recover all sums forfeited as aforesaid; and such company shall also forfeit and pay to the person injured, double the amount of compensation or charge illegally taken, to be recovered by such person in a civil action.

Sections 11 and 12, chapter 77, laws of 1878:

SECTION 11. No railroad corporation shall charge, demand or receive from any person, company or corporation, for the transportation of persons or property, or for any other service a greater sum than it shall at the same time charge, demand or receive from any other person, company or corporation for a like service, from the same place, or upon like condition and under similar circumstances; and all concessions of rates, drawbacks and contracts for special rates shall be open to and allowed all persons, companies and corporations alike, at the same rate per ton per mile by car load, upon like condition and under similar circumstances, unless by reason of the extra cost of transportation per car load, from a different point, the same would be unreasonable and inequitable; and shall charge no more for transporting freight from any point on its line than a fair and just proportion of the price it charges for the same kind of freight transported from any other point.

SEC. 12. No railroad company shall charge, demand or receive from any person, company or corporation an unreasonable price for the transportation of persons or property, or for the handling or storing of freight, or for the use of its cars or for any privilege or service afforded by it in the transaction of its business as a railroad corporation.

The first of these sections, 1304, is in lieu of section 2, chapter 139, laws of 1862, above quoted, the validity of which was sustained by the State supreme court in the Fuller Case, 31 Iowa, 187. These two sections are substantially the same, the only material change being in the penalty imposed to enforce obedience to the law.

Section 1303, now in force, requires that in the month of June in each year railroad companies shall fix rates for passengers, and charges for transportaion of merchandise; and, on the first day of July, shall post, etc., a copy of such rates, at all their stations and depots.

This section is a necessary prelude to sections 11 and 12 of the Commissioner law in that it provides for publicity as to transportation rates. It should be borne in mind, also, that this section imposes a penalty "for receiving higher rates of fare or freight than those posted," and that this provision was in the original section

that passed the ordeal of the supreme court and received its approval.

Section 11 of the Commissioner law makes it unlawful for a railroad corporation to charge, demand or receive from any person, etc., for *any* service, a greater sum than it shall at the same time charge, demand or receive from any other person, etc., for a like service from the same place, or for a service between any other points upon like condition and under similar circumstances; and declares that all concessions of rates, etc., shall be open to all persons, etc., alike, at the same rate per ton per mile by car load, where the conditions and circumstances are alike and similar, *unless*, by reason of the extra cost of *transportation*, from a *different* point, the same would be unreasonable and inequitable; and also makes it unlawful to unjustly discriminate between stations by declaring that a railway corporation shall not charge higher rates "from any point on its line than a fair and just proportion of the price it charges for the same kind of freight transported from any other point."

Section 12, following, declares that all charges for all services by a railway corporation, including the use of its cars for the storage of freight, shall be reasonable.

Such is the law as it now stands so far as it relates to, or attempts to regulate the transportation of, freight by railways doing business in this State. Passenger fare is prescribed by another statute.

The knowledge that I have of the nature of the complaints made by the people at large against the freight railway service of this State leads me to conclude, on a careful examination of the laws in force bearing upon the question, that what we need in this State is a more rigid enforcement and observance of the laws we have, rather than the enactment of more laws. Not saying, however, that the laws, in some important particulars in this respect may not be improved upon, but what assurance have the people that new laws will be enforced if those already enacted on the same subject have grown into disuse? If pooling by parallel lines can be prohibited, and unjust discriminations among shippers and stations be prevented, a long step will have been taken in the direction of putting away the questions that now most vex the railway companies and the people.

The sections of the law I have referred to, including section 1297 on pooling, are statutes intended to accomplish these ends, and, in

my judgment, their enforcement would prove the wisdom of their enactment.

And this enforcement of the law against pooling and unjust discrimination does not mean higher rates to competing points and the now favored shipper; but it means cheaper rates to non-competing points, and to the small as well as the large shipper. It does not mean higher rates to a few towns and to a few favored shippers, to the detriment of jobbing and manufacturing interests, etc.; but it means the extension and widening of the blessings they enjoy until it will embrace all towns, all localities and classes. For instance, the enforcement of the law as it now stands means that Denison, on the Northwestern road, Defiance on the Milwaukee, Atlantic, on the Rock Island, Red Oak, on the Burlington, and Blanchard, on the Wabash shall not pay more per hundred on freight to Chicago than Council Bluffs, sixty miles farther from Chicago on the same line of road. It means that the elevator man shall not have a rebate of two or three cents per hundred weight on corn, that is not allowed the track buyer or farmer, loading from wagons on the track, even though loading in substantially the same time as the elevator man. This Board made a ruling in three separate cases, which came up from Montgomery county, on the question of the discrimination in favor of the buyer who loaded through an elevator, as against the farmer or track buyer loading from wagons. We then recommended "that like charges be made where not less than full car load lots are offered at the same station; and if any concessions or drawbacks be given, they should be open to all shippers offering freight of the same kind, in the same class, in the same line of business."

"There is no good reason," it is said in the same case, "why a farmer or merchant should not get the same rate as an elevator man gets, provided he loads substantially in the same time."—*Board Railroad Commissioners report, of 1882, p. 554.*

I have reason to believe that the above ruling of the Board has never been respected; and I take it that the ground for disregard in this instance by the railway companies is the same on which all the statutes I have quoted, including section 1297, have come to be largely, if not altogether, ignored. And this ground of objection to all these statutes, so far as they relate to freight that is the subject of inter-state commerce, is that they are void and of no effect, as they are in conflict with article 1, section 8, Constitution of the United

States, which gives to Congress the power "to regulate commerce with foreign nations, and among the several States, and with the Indian tribes." But the authorities, both State and national, are against this view. The case of *John A. Carton & Co. v. the Illinois Central Railway Co.*, 6 Am. and Eng. railway Cases, 306, and the case of *Kaliser v. The Illinois Central R. R. Co.*, recently decided by Judge McCrary, of the United States circuit court for Iowa, are cited in this connection, but they are not in point. Those cases arose under the tariff law of 1874, fixing maximum rates for the transportation of inter-state commerce. The law was held to be a regulation of inter-state commerce, and an encroachment upon the power of Congress, though Justice Beck, in the Carton case, in a dissenting opinion, announced a doctrine that would have been both eminently wise and just as law, if it had only secured the favor of a majority of the justices.

But the abuses I am discussing, and the sections of law that I have quoted as intended for their correction, belong entirely to another class. As we have already seen in an examination of *Fuller v. Chicago & Northwestern Railway Company, supra*, sections 1297 and 1304 of the Code, 1873, and sections 11 and 12 of chapter 77 of the laws of 1878, are founded upon "the authority of the State to establish all proper police regulations necessary to preserve the peace, health, morals and property of its people, and to protect them from imposition and injustice. Such laws, while they may even affect commerce, and operate upon those engaged therein, are not obnoxious to the Constitution of the United States." They "in no sense interfere with the business of the roads, or place any restriction or impediment upon the free transportation by railroads of either property or persons." Such laws are enacted for the prevention of a wrong—a crime—being committed against a citizen of the State. "An unjust discrimination," it has been well said, "is the taking of money wrongfully, as much so at common law, or under this statute, as if taken by force."

I am not saying, nor seeking to say, that it is competent for the General Assembly to pass a law to regulate charges on transportation from points within the State to points without, and *vice versa*, but am saying, or seeking to say, that it is competent for the legislature to pass a law prohibiting, under penalties, a railway company charging one person more than another for a like service, or by charging more

for a short haul than a longer one, even though the freight the subject of the charge, may go beyond the boundary of the State. In view of the importance of this question I have examined the authorities as fully and thoroughly as I am capable of doing. If the doctrine I am contending for is sound, then the State has ample power, within itself, to deal in its own way, with some of the most serious phases of the transportation question without waiting upon the slow and doubtful action of Congress.

The recent case of *The People of the State of Illinois v. The Wabash, St. Louis & Pacific Railway Company* seems to sustain the view I am contending for. And that is not all. It seems in turn to be fully sustained by the recent decisions of the United States supreme court. The fact is that an examination of the authorities will show that they go even farther than I am contending for, and, in connection with this thought especial attention is called to the case of *Peik v. The Chicago & Northwestern Railway Company*, 94 U. S. 164, where Chief Justice Waite, in delivering the opinion of the court, as respects the question involved, said: "The suits present the single question of the power of the legislature of Wisconsin to provide, by law, for a maximum charge to be made by the Chicago & Northwestern Railway Company for fare and freight upon the transportation of persons and property carried within the State, or taken up outside the State and brought within it, or taken up inside the State and carried without. * * * As to the effect of the statute as a regulation of inter-state commerce, the law is confined to State commerce, or such inter-state commerce as directly affects the people of Wisconsin. Until Congress acts in reference to the relations of this company to inter-state commerce, it is certainly within the power of Wisconsin to regulate its fares, etc., so far as they are of domestic concern. With the people of Wisconsin this company has domestic relations. Incidentally, these may reach beyond the State. But certainly, until Congress undertakes to legislate for those who are without the State, Wisconsin may provide for those within, even though it may incidentally affect those without." This is from the United States supreme court, the special guardian of the Federal Constitution, in a case wherein the point was made that the Wisconsin statute referred to, was in conflict with the Federal Constitution. Certainly the court created by that Constitution can be entrusted to administer it. Under such circumstances State

courts and State officers, whose duty it is to guard the interests of the citizens of the State as such, and to see to it that they are secure in their rights of person and property, are under no obligation to take up the task, unbidden, of limiting and restricting the power of the State, in the interest of the Federal Constitution, by a line of reasoning more illiberal than that followed by the supreme court of its own creation.

The *Railroad Company v. Husen*, 95 U. S., 465, and *Hall v. De Cuir*, Id., 485, relied upon by those seeking to curtail State authority in this behalf, were actions brought under statutes of a very different nature, and were held to be in conflict with the Constitution of the United States, for the reason, in the first case, that a certain class of inter-state commerce was prohibited altogether, and, in the other, for the reason that the statute imposed such a regulation as materially influenced and controlled the carrier in the conduct and management of his business beyond the boundaries of the State. In this connection I beg leave to submit herewith the Illinois case referred to, in full, giving a statement of the facts and the opinion of the court, together with the opinion of the court when it came for the second time before it, and ask for it and the authorities therein cited, careful scrutiny.

The People of the State of Illinois v. The Wabash, St. Louis & Pacific Railway Company.

STATEMENT OF THE CASE.

This was an action of debt brought in the court below, in the name of the People of the State of Illinois against the Wabash, St. Louis and Pacific Railway Company. The declaration contained several counts, but the alleged cause of action is substantially set forth in the first count, which is as follows:

For that whereas, heretofore, to-wit, on the 29th day of August, A. D. 1881, at, to-wit, the county of Ford, aforesaid, the said defendant was a railroad corporation, duly organized and incorporated under the laws of the State of Illinois, and was then and there owning and operating a certain railroad lying partly within the State of Illinois, and running from Peoria, in the county of Peoria, in the State of Illinois, eastward through the stations of Gilman and Sheldon, in said Iroquois county, to Toledo, in the county of Lucas, and State of Ohio, commonly known as the Wabash, St. Louis and Pacific Railroad, and was then and there doing business as a common carrier of freight and passengers upon and over said railroad, and afterwards, to-wit, on the day and year aforesaid, to-wit, at the county of

Peoria aforesaid, the said defendant, at the request of Joseph Elder and D. McKinney, partners, doing business under firm name of Elder & McKinney, and residents and citizens of said State of Illinois, carried and transported eastward, upon and over said line of railroad, owned and operated by it as aforesaid, and upon and over railroads connected with said defendants, for said Elder & McKinney, from Peoria, aforesaid, a station upon said railroad, through said Gilman to New York City, in the State of New York, a large quantity of freight, to-wit, one car load of corn, of a great weight, to-wit, of the weight of 26,000 pounds, of the goods and chattels of said Elder & McKinney, and that defendant afterwards, to-wit, on the day and year aforesaid, at, to-wit, the county of Peoria aforesaid, charged, demanded, received and collected of and from said Elder & McKinney, as and for said defendant's entire toll and compensation for the said carriage and transportation of said one car-load of corn upon and over said railroad, and said connecting lines of railroad, from said Peoria to said New York City, a large sum of money, to wit, the sum of $39. And afterwards, to-wit, on the same day and year last aforesaid, at, to-wit, the county of Iroquois aforesaid, the said defendant, at the request of Isaac Bailey and F. O. Swannell, partners, as Bailey & Swannell, and residents of said county, carried and transported for said Bailey & Swannell, eastward upon and over said line of railroad owned and operated by the said defendant as aforesaid, and upon same other lines of railroad connected therewith, over which said corn was transported from Gilman aforesaid, in the county of Iroquois, and State of Illinois, a station upon said railroad, to New York City, in the State of New York, a certain other large quantity of freight, to-wit, one car load of oil cake, of a great weight, to-wit, of the weight of 26,000 pounds, of the goods and chattels of said Bailey & Swannell, and that defendant afterwards, to-wit, on the same day and year aforesaid, at, to-wit, the county of Iroquois aforesaid, charged, demanded, received and collected of and from said Bailey & Swannell, as and for said defendant's toll and compensation for the said transportation and carriage of said one car load of oil cake last aforesaid, upon and over its said railroads, and said connecting lines of railroad, from said Gilman to said New York City, a large sum of money, to-wit, the sum of $65, which the said Bailey & Swannell then and there paid to defendant for such carriage and transportation of said one car load of cake last aforesaid, from Gilman aforesaid, to said New York City, as aforesaid.

And plaintiffs aforesaid aver that said goods and chattels—oil cake—last aforesaid, carried and transported by said defendant as aforesaid, was of like quantity, and of the same class of freight as the freight first aforesaid, to-wit: the one car-load of corn carried and transported by said defendant as aforesaid, and was carried and transported, to-wit, at the same time; and in the same direction, and over the same lines of railroad, by said defendant, as said car-load of corn hereinbefore mentioned. And the plaintiffs further aver, that the distance over and upon the line of said defendant's railroad over and upon which said corn was carried and transported from said Peoria eastward to Sheldon, a station on the line of said road near the eastern

boundary of the State of Illinois, is, to-wit, one hundred and nine miles, and that the distance from said Gilman, a station upon the line of said railroad, over and upon the line of said railroad over and upon which said car-load of oil cake was carried and transported to said station of Sheldon, near the eastern boundary of said State, is only, to-wit, twenty-three miles, and that the distance from said Gilman to said New York City, upon the route or railroads over and upon which said goods and chattels—oil cake aforesaid —were carried and transported, is less than the distance from said Peoria to the city of New York aforesaid, upon the route or railroads over and upon which said goods and chattels—corn—were transported, by eighty-six miles. And the plaintiffs further aver, that the said defendant's rate of freight so charged, collected and received as aforesaid, for the carriage and transportation of said car-load of corn from Peoria aforesaid to said city of New York, was only fifteen cents per 100 pounds per car-load, making the sum to-wit, of $39 aforesaid, and that the said defendant's rate of freight so charged, collected and received, as aforesaid, for the carriage and transportation of said car-load of oil cake, from Gilman aforesaid to said New York City, a less distance, was twenty-five cents per 100 pounds per car load, making, to-wit, the sum of $65 aforesaid. And the plaintiffs further aver, that the said defendants made, demanded, collected and received, to-wit, the same proportionate discrimination in the said rates of freight for the transportation of said goods and chattels, to-wit, said oil cake and corn, upon and over its line of railroad in the State of Illinois, that was made, demanded, collected and received, as heretofore alleged, for said transportation between said Peoria and New York City, and said Gilman and New York City, whereby, and by means of the premises aforesaid, the plaintiffs aver that the said defendant has been guilty of making an unjust discrimination in the rates of freight in the State of Illinois, in the carriage and transportation of said goods and chattels, to-wit, one car-load of corn and one car-load of oil cake aforesaid, to the great injury of the citizens of said State, and contrary to the form of the statutes of said State in such cases made and provided, and against the peace and dignity of the people of the State of Illinois, whereby an action hath accrued unto the said plaintiffs, to have and demand of and from the said defendant the sum of $5,000, parcel of the said sum above demanded."

A demurrer was sustained to the several counts in the declaration, and the people thereupon sued out this writ of error.

OPINION OF THE COURT.

Mr. Justice Craig delivered the opinion of the Court:

The declaration in this case contained several counts, but the substance of the averments in each was, that the defendant carried the same class of freight from Peoria to New York City for a less sum of money than it carried similar freight from Gilman to New York, and that Peoria was a greater distance from New York than Gilman. The decision of the court sustaining a demurrer to the declaration was no doubt predicated on the view that

the statute did not in terms apply to the transportation of property beyond the limits of the State, or that the legislature had no power to pass a law regulating charges for the transportation of property from a point within the State of Illinois to a point within the State of New York. The action was brought under Sec. 87, Rev. Stat., 1874, page 817, which declares: "If any such railroad corporation aforesaid shall make any unjust discrimination in its rates or charges of toll or compensation for the transportation of passengers or freight of any description, or for the use and transportation of any railroad car upon its said road, or upon any of the branches thereof, or upon any railroads connected therewith, which it has the right, license or permission to operate, control or use within this State, the same shall be deemed guilty of having violated the provisions of this act, and upon conviction thereof shall be dealt with as hereinafter provided."

In order to arrive at a proper construction of this section, it should be read in connection with section 86, which precedes it. That section declares: "If any railroad corporation, organized or doing business in this State * * * shall charge, collect, demand or receive more than a fair and reasonable rate of toll or compensation for the transportation of passengers or freight of any description, or for the use and transportation of any railroad car upon its track, or any of the branches thereof, or upon any railroad within this State which it has the right, license or permission to use, operate or control, the same shall be deemed guilty of extortion, and upon conviction thereof shall be dealt with as hereinafter provided." It will be observed that this section is not limited to railroads organized under the laws of this State, but includes all railroad companies which operate railroads in this State, regardless of the State in which they may be organized, and the language of the first part of section 87, "If any such railroad corporations shall," etc., brings all railroad corporations which operate railroads in this State within the provisions of this section, whether they may be organized under our law or under the laws of some other State. The statute seems to make no distinction whatever between a railroad organized in this State and a railroad organized in another State, and by the terms of the section the offense consists in an unjust discrimination in the rates charged,—first, for the transportation of passengers or freight of any description; second, for the use and transportation of any railroad car upon the road; third, for the use of any railroad car upon any of the branches of the road; fourth, upon any railroads connected with the road or its branches which it is authorized to use in the State. There is nothing here which would confine the unjust discrimination to charges for the transportation of property within the limits of the State. The use of the words, "within this State," in the last part of the section, cannot, by any fair construction, be held to limit the unjust discrimination mentioned in the statute to charges for the transportation of freight wholly within the State. The language, "within the State," has reference to the roads which a railroad company may operate in the State.

Reliance is placed upon the language of the first part of section 88, which declares: "If any such railroad corporation shall charge, collect or receive

for the transportation of any passenger or freight of any description upon its railroad, for any distance within this State," etc. But upon an examination of the whole section, it will be seen that it was not intended for the purpose claimed, but its main object is to provide and declare that certain things shall be *prima facie* evidence to sustain a charge of unjust discrimination.

The title of the act is referred to, in order to sustain the position of the defendant. It is true, the constitution requires the subject of an act to be embraced in the title, but the title of an act is no part of the law, and we do not understand that the title is to be regarded a question as to the intent of the legislature. At all events it can have no controlling effect. It might have a slight bearing when considered in connection with the whole act, but that is all.

Again, in arriving at a proper construction to be placed upon an act of the legislature, it is a legitimate inquiry to ascertain the purpose and object of the law, the evil to be remedied, and the wrong to be righted by the passage of the law. Now, if the object was to provide a reasonable and uniform system of rates, and one which would prohibit a common carrier from charging one person more than another, why should a system be established which would afford relief and protection when the property is to be transported from one point to another in the State, and make no provision whatever where property is to be shipped from a point within to some point without the State? It is a part of the history of the country, with which the legislature was no doubt familiar when the law was enacted, that a much larger per cent of the property shipped by rail was transported out of the State than from one point to another within the State. This being the case, it is unreasonable to believe that the legislature would provide relief in the latter case and take no action whatever to avert the evil in the former.

But it is urged, if we are correct in the view that the law is broad enough to include unjust discrimination in the rates of charges for the transportation of property from a point within to a point without the State, then the statute is in conflict with section 8, article 1, of the Federal constitution, which declares that Congress shall have the power "to regulate commerce with foreign nations, and among the several States, and with the Indian tribes." There is no doubt in regard to the right and the power of Congress to regulate commerce among the States, but a law of a State which may incidentally affect commerce among the States has never, so far as we are informed, been regarded as falling within the inhibition of the Federal constitution. In *Halt* v. *De Cuir*, 95 U. S., 487, where this question was under discussion, it is said: "There can be no doubt but that exclusive power has been conferred upon Congress in respect to the regulation of commerce among the several States." The difficulty has never been as to the existence of this power, but as to what is to be deemed an encroachment upon it: for, as has been often said, "legislation may, in a great variety of ways, affect commerce, and persons engaged in it, without constituting a regulation of it, within the meaning of the constitution."

It is no doubt true that the statute to prevent unjust discrimination in the rates or charges of railroad companies, under which this action was brought, may affect commerce, but in our judgment it cannot be said to be a law regulating commerce among the States, within the meaning of the Federal constitution. The law does not purport to exercise control over any railroad corporation except those that own or operate a railroad in the State —such companies as have domestic relations with the people of the State— and as we understand the decisions of the Supreme Court of the United States, similar laws enacted by State authority have been upheld and sustained, although such laws may affect commerce. *Peck* v. *Chicago & Northwestern Railway Company*, 94 U. S. 164, is a case in point. The Chief Justice, in delivering the opinion of the court, as respects the question involved, said: "The suits present the single question of the power of the legislature of Wisconsin to provide, by law, for a maximum of charge to be made by the Chicago & Northwestern Railway Company for fare and freight upon the transportation of persons and property carried within the State, or taken up outside the State and brought within it, or taken up inside and carried without." In regard to the act of the legislature being in conflict with the constitution of the United States, the court said: "As to the effect of the statute as a regulation of inter-State commerce, the law is confined to State commerce, or such inter-State commerce as directly affects the people of Wisconsin. Until Congress acts in reference to the relations of this company to inter-State commerce, it is certainly within the power of Wisconsin to regulate its fares, etc., so far as they are of domestic concern. With the people of Wisconsin this company has domestic relations. Incidentally these may reach beyond the State. But certainly, until Congress undertakes to legislate for those who are without the State, Wisconsin may provide for those within, even though it may indirectly affect those without."

A similar question arose in *Chicago, Burlington & Quincy Railroad Company* v. *Iowa*, 94 U. S. 155, and it is there said: "The objection that the statute complained of is void, because it amounts to a regulation of commerce among the States, has been sufficiently considered in the case of *Munn* v. *Illinois*. This road, like the warehouse in that case, is situated within the limits of a single State. Its business is carried on there, and its regulation is a matter of domestic concern. It is employed in State as well as inter-State commerce, and until Congress acts, the State must be permitted to adopt such rules and regulations as may be necessary for the promotion of the general welfare of the people within its own jurisdiction, even though in so doing those without may be indirectly affected."

But it is said the cases cited are not authority, as the question involved here did not, and could not, arise in those cases. In the *Peck case*, one of the allegations of the bill upon which complainant relied to defeat the law of the State was, "that the 18th section is a regulation of inter-State commerce"; and in the argument before the Supreme Court, one of the points relied upon, as shown in the statement of the case, was as follows: "The

act is a regulation of inter-State commerce, and for that reason unconstitutional." In the other case (*Chicago, Burlington & Quincy Railroad Company* v. *Iowa*), we find a similar allegation in the bill, and the same question raised in the argument. When a question is presented by a bill in equity, urged and relied upon in the argument, and passed upon by the court in the opinion, it cannot with reason be said that the point was not involved, and the opinion of the court on the question is *obiter*. The question was made by the pleadings, urged by counsel, and decided by the court. Under such circumstances we perceive no good reason why the decision of the court may not be relied upon as authority. The statute in question, as before observed, was not passed for the purpose, or with the view, of regulating commerce among the States—its object was to reach railroad companies which derived their powers to transact business from this State—those that were organized under the laws of this State, and those that were organized in another State and doing business in this State. The regulation imposed by the statute is a matter of domestic concern, pertaining to the people of the State and the railroads of the State. The Wabash railroad company, which was sued in this case, is engaged in State as well as inter-State commerce, and, as was said in the *Burlington case*, *supra*, the State must be permitted to adopt such rules and regulations as may be necessary for the promotion of the general welfare of the people within its own jurisdiction, even though in so doing those without may be incidentally affected. Should Congress, under the provisions of the constitution which authorizes the regulation of commerce among the States, pass a law regulating the charges of all railroads engaged in inter-State commerce, it may be that the law of this State might then be confined to charges for the transportation of property wholly within the State; but no such law has been passed, and that question does not arise here.

In conclusion, we are of opinion that the question involved is controlled by the decisions in the two cases cited, which, so far as we can find, have not been modified by any subsequent decision of the Supreme Court of the United States.

The judgment of the circuit court will be reversed, and the cause remanded.

Judgment reversed.

Separate opinion by Mr. Justice Walker:

The legislature has the power to regulate the schedule of charges for passengers and freight, under the 15th section of article 11 of our constitution. In pursuance of that power it adopted the 87th section of the chapter entitled "Railroads and Warehouses." That section provides, that "if any such railroad corporation aforesaid shall make any unjust discrimination in in its rates or charges of toll, or compensation for the transportation of passengers or freight of any description, or for the use or transportation of any railroad car upon its said road, or upon any of the branches thereof, or any railroad connected therewith, which it has the right, license or permission

to operate, control or use within this State, the same shall be deemed guilty of having violated the provisions of this act, and upon conviction thereof shall be dealt with as hereinbefore provided."

The averment in the declaration is, that defendant in error, at the times stated, shipped freight of the same grade or class for a less rate from Peoria to New York than from Gilman to New York, the latter named place being a shorter distance than the former. When it is remembered that both cities are on the line of the road of defendant in error, and the freight shipped from Peoria to New York passed through Gilman to reach its destination, it is apparent that there was a discrimination against Gilman, or the person who shipped from that point. The map shows, that by that road Gilman is between eighty and one hundred miles nearer New York than Peoria. The haul of the freight in this State from Peoria to the Indiana line was over one hundred miles, and from Gilman to that line about twenty-five miles. Thus it is seen that the service rendered for the shipper in Peoria in this State, was four times, at least, greater than for the shipper from Gilman. This was a discrimination against the shipper at the latter place, he being charged at the rate of more than four times as much for the same service within this State, and comes clearly within the provisions of the section. This stands confessed by the demurrer.

But it is insisted that the discrimination may have been made after the freight passed beyond the boundary of the State. This presumption, if there could be such a presumption, is repelled by the averment that defendant in error made the charges complained of by plaintiffs in error. If the company undertook to make rates, it must have been because it had the authority from the lines beyond the limits of the State. We will and must presume that the rates beyond the State line to New York were the same on the same class of freight, and, if so, then it inevitably follows that the company discriminated in favor of the longer haul, and against the shorter one, for services in this State, and that brings the case within the statute, and renders the company liable. I, for these reasons, concur in the decision of the court in this case, reversing the judgment of the court below.

DECISION ON THE MERITS.

This cause having been sent back to Ford county, and judgment being rendered against the railroad company, the case was again brought to the Supreme Court, at the January term, and tried upon its merits.

The court sustained the principle laid down in their former decision, and on January 29, 1883, filed the following opinion:

Per Curiam: We see no reason to depart from the conclusion reached in this case when it was here before. (See *People v. W., St. L. & P. Ry. Co.*, 104 Ill., 476.

But, to avoid misapprehension, we deem it desirable to state explicitly that we disclaim any idea that Illinois has any authority to regulate commerce in any other State. We understand, and simply hold, that, in the absence of anything showing to the contrary, a single and entire contract to

carry for a gross sum from Gilman in this State to the city of New York, implies, necessarily, that that sum is charged proportionately for the carriage on every part of that distance. And that a single and entire contract to carry for a gross sum from Peoria in this State to the city of New York, implies the same thing; and that, therefore, when it is shown that there is charged for carriage, upon the same line, less from Peoria to New York, the greater distance, than from Gilman to New York, the less distance, and nothing is shown to the effect that such inequality in charge is all for carriage entirely beyond the limits of the State, a *prima facie* case is made out of unjust discrimination under our statute, occurring within our State. We hold that the excess in the charge for the less distance presumably affects every part of the line of carriage between Gilman and the State line, proportionally with the balance of the line.

The judgment is affirmed.

I have gone into this matter to the length I have for the reason that the notion seems to have become prevalent that the laws of our State are void and inoperative for the purpose of correcting *any* abuses in connection with the transportation of freight that is the subject of inter-state commerce. If the authorities I have cited be sound, and of that there seems no reasonable doubt, the statutes of our own State are quite sufficient for the correction of the abuses of the common carrier against our own citizens, for, with pooling prohibited to the end that fair competition may establish rates at reasonable compensation for the services rendered, and all unjust discrimination among stations and persons prevented by a rigid enforcement of the law, the abuses of the transportation system most prevalent, and of which there is most complaint, will be largely corrected. It may be that more power will be needed for the enforcement of the law against unjust discrimination, and unreasonable freight charges, inasmuch as the idea so largely obtains that the laws of the State on this subject are of no effect where inter-state commerce is involved. In view of these considerations, and the various and constant complaints that are being made of the violation of sections of the law above quoted, prohibiting pooling and unjust discrimination, it would seem to be but right and strictly within the line of duty enjoined, for the proper law officers of the State to be directed to inquire into these subjects, and where deemed best, institute suits, if found necessary, to enforce obedience to the law.

The settlement of these questions will be worth to the State all it will cost. It is of the highest importance that questions like these

reach speedy settlement, to the end that the people may know where and how to seek redress for their grievances.

Doubt as to jurisdictional questions under our complex system of government, as a rule, inures to the benefit of the wrong doer only, and the people can well afford all it costs to remove at the earliest practicable moment all such doubts.

All of which is respectfully submitted.

A. R. Anderson,
Railroad Commissioner.

ADDENDA.

Some of the suggestions embodied in the following addenda, while in the main they are approved by the other members of the Commission, contain, nevertheless, shades of opinion differing somewhat from some of the previous holdings of the Board, and it was thought best to have them appear as they do.

L. S. COFFIN,
Commissioner.

We take it for granted that all appreciate the great convenience, as well as the immense and indispensable value the railroads are to the State, and to every individual citizen of it. They have been mighty factors in developing the wonderful resources of this most wonderful State. With the introduction of the railway, Iowa leaped to the front rank as an agricultural State. The farmers have felt their influence and power more than any other class.

In dealing, as we have in the following pages, so plainly and frankly with the specific subjects taken up, we have done so with the firm conviction we are consulting the highest good of the real owners of railroad property as well as that of those these railroads were built to serve.

A broad and comprehensive view of both railroad corporations and their rights and the rights and wants of the people reveals no real antagonism of interests.

Especially is this so with the producing classes and the roads. The prosperity of the one leads to the best good of the other.

A wise and judicious management of a railroad will always endeavor to use every means possible for the most rapid development of all the rural districts.

There has been a vast amount of misapprehension on both sides. Each has been led to think that the other was hostile to its interests. There is too much of this feeling at the present time. It is the duty

of this Commission, so far as it is able, to plainly point to the causes of this hostility where causes exist, and to show the groundlessness of it when causeless, and so bring about a better state of feeling between producer and carrier.

In our investigations we find faults sometimes on both sides, but we must express our great satisfaction at the readiness with which both parties yield to the right when made clear by mutual investigation. A few moments of explanation and interchanging of views have settled what at first seemed very aggravated cases which threatened to develop into long and expensive law-suits.

There is an almost limitless field of investigation and close study for a railroad commission to explore.

Their position is such that, while they may not be able to see any more clearly than railroad men themselves what is needed for the safety of the men employed on trains, or what is needed in the way of conveniences and accommodations by the public, yet having no money interest in these things, they may be more ready to conclude that such and such inventions, or improvements, that tend to these ends should be adopted—adopted for the public convenience and as preventives to the many sad accidents that now attend train men.

Another of the duties of the Commissioners would seem to be this, viz.: As much as their office duties would allow, they should often go over the roads of the State, at all times of the day and night, and at all seasons of the year, that they may know by actual experience and observation both the comforts and discomforts of railroad travel; to stop off at stations often and quietly note the treatment the traveling public receives at the hands of the employes of the railroad companies, as well as the treatment this same public gives to the roads.

In this way, and only in this way, can a Board of Commissioners become able to give intelligent recommendations to railroad managers, to the authorities and law-making powers of the State.

Hence, then, in taking up the subjects discussed in the following pages, let it be kept in mind that it is done with no partisan or prejudiced feelings, but that the best good of all is the sincere intent and object aimed at.

The Commissioners appreciate the delicate yet heavy responsibility that attaches to their position, and the uses that may be made of the recommendations that may be found in this report.

We would then most respectfully call attention to, and ask, a candid consideration of the following matters as presented:

SUNDAY TRAINS.

Reasons why all Sunday trains should be abandoned where practical to do so.

In the first place, moving trains on the Sabbath are demoralizing. Say what we may about the old puritanic laws of New England, the glory of this nation are her Sabbaths and the influences growing out of their observance.

We do not feel called upon to offer any apology for the command, "Remember the Sabbath day to keep it holy." As surely as it is for man's highest good to labor six days in the week, just so surely is it good for him to have the seventh day for rest.

The intelligent christianity and high civilization of this day, which are in great part the products of the Sabbath and of Sabbath institutions, forbid questioning the right the laboring man has to this one day of rest, or the good it brings to him. However, before discussing the right of labor to this seventh day of rest, we will consider this question of the demoralizing effect of running Sunday trains.

Our State is in a very large sense a rural—an agricultural one. Small towns will, in the near future, stud it all over with their one or more church spires pointing upward. The church bells will ring out on Sunday morning, calling not only the villagers, but the farmers for miles around, up to the house of prayer and worship. What more out of place and discordant at such an hour than the thunder and roar of the long freight train as it goes rattling by the very vestibule of the church? Often, too, there is a great deal of switching, side-tracking and passing of trains, taking up the entire time of the church service. Certainly this is and will be a nuisance that should be abated. Again, where trains come and go on Sunday, there is always more or less gathering of the people at the station, and especially of the boys of the towns. Among these are sure to be some of the worst elements of the neighborhood, and their influence is anything but good on these boys gathered there and who would not be but for the expected train. In short, Sunday trains are demoralizing from any point of view we may look upon them. They disturb worshiping assemblies; they cause others to work and be absent from church who would otherwise be there; they demoralize the

young by bringing them unnecessarily in contact with the low and vicious, and they gradually undermine the reverence and regard for the Sabbath day that all should cultivate.

Again, as a general rule Sunday trains are unnecessary. When sifted to the bottom, every reason urged for Sunday trains rests on mere mercenary grounds, and can with equal propriety be urged for any other kind of work.

If railroad corporations work on the Sabbath day, will not private individuals soon be following their example, and will it not be only a question of time when the institutions of the Sabbath will be undermined and the morals of the whole people greatly lowered?

Again, does not *public safety* demand that Sunday trains should not be allowed? No man can keep up continuous work, with no intervals of Sabbath rest, and be at his best at all times.

Without question, it is a law of man's nature that he must have at least his one day in seven to be devoted to needed rest and to the wants of his higher social, intellectual and religious nature. Will the train men who are worked continuously without due regard to the law demanding rest on the Sabbath, or the one day in seven, be so alert and in the fullest possible play of all their powers and so be on their guard and watchful carefulness to avoid accidents as they could and would were this law of our being and this law of the Sabbath, which are one and the same, duly observed?

We are inclined to think that the history of railroad accidents will bear us out in this statement, and that instances are not wanting where train men, overworked, have been overcome with desire to sleep at critical moments and serious accidents have resulted.

We are aware that railroad managers are not the only ones who are to blame in this matter. An over-exacting and inconsiderate public has not had a due regard to what it owes to the train men in this matter.

Many a man who would not think of doing business or of working on the Sabbath day, has unthinkingly allowed himself to be a party to this desecration of its hours by demanding that his car of live stock should be on its way to market so as to reach it the first part of the coming week, even if that car had to be run on Sunday, while he and his family were at church and much exercised, it may be, over the wants of the heathen who have no Sabbath or Sabbath institutions, forgetting all the while he was doing his best to make

heathen of the train men by making them break the Sabbath that his car of hogs might reach the best market. The public owes it to these train men, that it so regulate its business and its travel, that this class of public servants shall have the uplifting and healthful influence of home life during the quiet and restful hours of the Sabbath day. These men are, from the very nature of their calling, almost strangers at home. How many of them are away so early in the morning and back so late at night they are strangers to their own children. Certainly they should be allowed the one day in seven, that God has Himself set apart for rest, to be with their families and to go with them, when they so wish, to the place of worship of their choice, and then not to have the holy stiliness of that hallowed spot broken in upon by the clank of passing trains.

This much, surely, the public owes to these its public servants. We need not stop here to remind any one how faithfully these men serve us, or how much the public owes to them, or how much depends on their untiring watchfulness and skill. All through the long hours of the night, while passengers are asleep or resting perfectly unmindful of danger, these engine men are at their posts, peering constantly ahead to see if the track is clear, and ever on the alert to carry in safety those they have in charge, free from the accidents a moment's carelessness might court. We repeat it, then, the public, who is so faithfully served by these men, night and day for six days in the week, should demand it of itself and of the railroad managers, and, if necessary, of the law-making and law-enforcing powers, that this one day of the seven—the Sabbath—should be sacred to these brave and true men, for themselves, for their families, and the rest and recuperation they so richly earn.

Should it be said that train men could not possibly be so situated as to be at their own homes if allowed exemption from duty on Sunday, I have only to reply by asking, would not a very little considerate management on the part of those in authority in railroad work plan so that train men could have their runs so arranged that Saturday night would find them, as a rule, at their home stations?

Again: It is expected that our laws shall work equally on all branches of business, and over all classes of men. The general pulse of business is supposed to stop on the Sabbath day. Should a merchant or farmer disregard this law, he would be dealt with at once.

Why should these corporations be treated differently in this respect than private citizens?

The real question before the people of Iowa in this matter is simply this, and nothing less than this: Do the people want to preserve the Sabbath, and Sabbath institutions and influence, as understood in the common acceptance of these words? If so, then must public sentiment be persistent in its demand that this increasing profanation of its hours by unnecessary railroad work and travel be stopped, or it will gradually and surely, by its potent influence, lead to its utter disregard and secularization.

This is a far more serious question than may at first blush appear. we commend it to the thoughtful attention of railway managers, to the public, and to the executive and law-making powers.

RAILROAD MANAGERS.

Right here, perhaps, is the place to say some things, generally overlooked. Writers and speakers often refer to railroad corporations in such a way as to mislead and confuse. The public somehow get the idea that the presidents, superintendents, or managing officers of the roads, are the corporations. They seem to forget there is a "stock-holding public" (to use the words of Charles Francis Adams), back of these men, and that these officers are merely the employes, the hired servants of the corporations, as well as, and in a very important sense, too, officers of great trusts for the general public at the same time. It must ever be borne in mind that these officers are at one and the same time acting agents for three different and distinct parties: the stockholders, the general public, and the large and important numbers who are classed as railroad employes.

The presidents and the superintendents are as much the employes of a railroad company as are the engine men and the brakemen, only the first are employed directly by the company, and made the overseers and the employers of the other men.

The most of these men in the higher positions have gone up, step by step, from the lower until they have reached the higher and responsible positions they now hold. This is as it should be; they, knowing all the rounds of the ladder, at the top of which they now stand, can sympathize with, and realize the wants of, those on the rounds below, and at the very foot. Still it may be no small part

of the duties of a railroad commission to remind these men at the top of their obligations to those below.

A manager of a railroad wants to make the best showing possible to the owners of the road, his immediate employers. He has a reputation to make or sustain for making the road he manages profitable for those who hire him. He may, or he may not, be designing to remain in their employ for any great length of time. He may be ambitious to gain the same position, as now held by him, in a much larger field, and, to gain the desired end, he *may* forget or ignore his obligations to the other two classes who have claims upon him, viz., the general public and the employes. He could in this way make it burdensome upon the public by exorbitant rates, and oppressive upon the employes by unreasonable hours of work. The individual members of the corporation that employs him may be entirely ignorant of the methods used by him, or, if known to them, might not be approved.

It may not be amiss to dwell for a moment longer on the threefold nature of the obligations resting upon these managers of railroads, and especially that part which the general public have in it. These railroads do not belong wholly, but only in part, to the stock-holding public. The general public have a certain proprietary interest in them from the fact of its yielding up to them certain great rights and privileges. This interest of the general public can only be guarded by direct legislative action, or by the creation of a commission, who shall be charged with this responsibility.

Hence it becomes the duty of a railroad commission to inquire carefully into the management of the railroads of the State, in order that it can intelligently recommend such legislation as will tend to secure the rights of the general public, of the stockholders, and that of the employes, from mismanagement, if any should be found to exist. The public has somehow stood in awe of these head managers of roads, and have allowed, in some instances, its rights to be trampled upon, the stockholders to be wronged, and the rights of the employes to be ignored.

These men are men of brains and of great executive ability, as they should be to stand at the head of such wide reaching and complex business as is theirs to manage. Still in legislating on railroad matters these men must be regarded only as the agents, not only of the real owners of the road, but also as public State officers, in a

sense such as will enable the public through direct legislative action, or through commissions appointed for that purpose, to review their acts, and so supervise and control them that the public shall receive its proper service, and the rights of the employes be respected.

This, then, is the province of a board of commissioners, to so control the acts of the managers of railroads as to secure to all these three classes their just rights.

This leads to the discussion of one of the most important and perplexing questions connected with the carrying business of the State.

DISCRIMINATION.

That question is nothing less than this: Shall all the people of the State share equally, so far as their location will allow, in the advantages of railroad carriage?

One of the crowning glories of Iowa is that she is bound, sooner or later, to be dotted all over with small, thriving and intelligent towns, or rather, villages. These towns will be the centers of trade and the market places for enterprising and thrifty farmers within a radius of a few miles of these villages. Comparatively few of these towns will have more than one railroad to take away the products and bring in the goods for that town and the surrounding community.

The question is, should these numberless small towns have rates so that farmers can haul their products to them, and get as good prices for them as in towns as far or farther from the main market, on the same line of road, but which have competing lines of road?

We unhesitatingly answer, yes.

Our reasoning is this: In the first place the public has given great privileges to railroad companies for the very purpose of having these same roads for the *public* good. The producers of the State are in a great measure the public. They, too, are the ones who have in reality given more to these roads than any other class.

Has not every farmer who has taken a homestead inside the railroad grants virtually given eighty acres of that homestead to the railroads? And every man who has taken a pre-emption given $1.25 more an acre for that pre-emption than he would had he gone outside the grant? Do not the men who buy odd sections in these grants pay from three to ten dollars per acre for his farm which he could have got by homestead or pre-emption had no grant been

made? Have not these farmers thus done their part in a contract, implied though it may be, that promised them equal and reasonable shipping facilities and rates?

A station is established within easy distance of a man's farm. Ten or twenty miles farther away from his farm, and also farther away from the market to which he naturally sends his products, there is another town having competing roads to this same market. His station has only one. Now shall the railroads at the competing station give such rates as shall compel that farmer to haul his produce these extra ten or twenty miles in order to get the price the market will really bear, or what he would have received at his own station did the railroad carry his stuff over the shorter distance as cheaply as they do over the longer distance, but from the competing point?

One of the great arguments used in favor of granting lands and aids to railroads has been this, viz.: The nature of the soil in this State is such that in some seasons of the year the wagon roads must necessarily be bad if much used in hauling heavy loads, and to have railroads, with stations at convenient distances, would obviate this heavy tax of drawing the farm products so far over these bad roads. This was one of the considerations in making grants, vesting rights and voting aids to railroads. Now shall the farmers have what they have paid for and expected?

We are well aware of the arguments used in favor of the less comparative expense of the long haul, and of all that can be said of the saving of time in running *through* trains, and of the bother and expense of setting out and picking up single cars at these way stations. Still does this alter the obligations of the contract, implied, if not specified, when the right of eminent domain was yielded, and the grants of land were made, and the money aid voted, and the private donations paid, that all should have fair and equal facilities?

Do not the farmers, who are naturally contributory to these way and non-competing stations, have rights in this matter? It certainly seems to the Commissioners that the railroads should consider the reasonableness of the complaints made by the producers naturally contributory to these non-competing points. When it is remembered that these discriminations in rates are sometimes the arbitrary rulings of freight agents, who, from the very nature of their positions and occupations, can have but little sympathy with the farmers, and

also that these agents are the mere hired men of corporations whose individual members may live so far outside of our State as to know nothing of the rulings of these agents, or of the difficulties and obstacles farmers meet with in opening up this country so as to make their railroading possible, the tyranny of such discriminations becomes all the more odious and unbearable, and the need of interference by proper authorities all the more clear and urgent.

The Commissioners are aware of the delicacy of their position in thus taking this ground.

They are aware that certain concessions must necessarily be made to a large class of through or trans-continental freight. It should not be expected that the freight rates of this State should be controlled by that brought to our roads by the long trunk lines reaching to the oceans and to the gulf. All that can be reasonably asked in these matters is, that all the producers of the State should have fair and equal rates, as the very law creating the Commission and defining its powers seems to have in view. See last clause of section 11, chapter 77, of the Seventeenth General Assembly, which, referring to railroads, reads: "And shall charge no more for transporting freight from any point on its line than a fair and just proportion of the price it charges for the same kind of freight transported from any other point."

We have dwelt thus somewhat at large on this subject of discrimination as it affects the producing classes. It may not be amiss to discuss, for a moment longer, discrimination as it affects the towns.

Keeping in mind the position taken in the preceding pages, we would respectfully ask, should it be any part of a common carrier's business to lend his aid and influence to build up one town to the detriment of another? The mass of the producing classes are best accommodated by a multiplicity of convenient trading towns, though they may be small. These small towns are as contributory to the larger towns as the farmers are to the small ones. All the natural flow of business, from the producers to the small towns and from these to the large towns, should be untouched by the arbitrary rulings of common carriers.

These carriers, or, as it is now in our State, the railroad corporations, have been granted extraordinary gifts and powers for the very purpose of serving the general public as *common carriers*. This is their proper and legitimate business, and when they step outside of

this and by a system of discriminations destroy, or even interfere with, the natural flow of business of the towns and producers who have created and empowered them, and whose creatures they are, then should not the power that granted to them extraordinary rights and privileges step in and say: . "Thus far shalt thou go and no farther"?

The great fact stands out clear and distinct, that the very existence of the railroads in the State is a result of a solemn compact between the public and these corporations. The public yielded up its rights and granted large subsidies for the purpose of having the cheapest and most convenient carrying system possible, and that, too, without any interference with its natural laws of trade and commerce.

Does not then public policy demand that railroad companies which have accepted charters under these conditions and with these expectations in the mind of the general public, viz.: that every station should have fair and equal rates according to its location, should now fulfill their part of the contract?

If it be a fact (which is much doubted) that rates have been cut down so low at these competing points that there is no profit in hauling the freight from these way stations at the same or lower rates, then we would say, let the tariff be revised.

It may be held by all those best informed in these matters, that the rates now charged from these non-competing points are fair and reasonable; yet so long as it is a patent fact that stations at competing points, and farther from the same market sought, have less rates, the common man doing business at these non-competing points will feel that he is unjustly discriminated against.

We would suggest to railroad corporations whether or not, in the long run, the good-will of their patrons would not be really of more worth to them than the little extra freight charges made by this kind of discrimination.

UNION DEPOTS.

One of the conveniences demanded for the public good, is a system of union depots in towns where two or more roads center or cross. Each road maintaining its own separate depot, necessitates the employment of a small army of transfer men and teams (when the aggregate is considered). This is a great burden and source of annoyance to the public, that should be remedied. When one looks forward

into the coming years and considers the teeming thousands that are to travel, and attempts to realize the inconvenience and the unnecessary expense inevitable to this system of separate depots, compelling the great traveling public, through all hours of the day and night, through storm and sunshine, to be carted across towns from one depot to another, it does seem the part of wisdom and economy and a realization by railroad companies of what is due to a patronizing public, to give it union depot facilities.

Such depots once built, the trouble is over for all time. The trouble and expense, though large it may be in some places, is *once*, and then it is over; but on the other hand, with separate depots for each road, the annoyance is constant and perpetual and the expense without end. The Commission would not be understood as recommending legislation that would compel the roads of the State to build these union depots *forthwith*.

The Board fully appreciates the expense and the difficulties involved in such a course. What they recommend is this: that the roads should so shape their future policy as looking to this desirable end, so that in the very near future this much-needed convenience should be awarded to the public.

The Board is decided in its opinion, however, upon this point, and must insist that steps be taken without unnecessary delay, to reach so reasonable and economical a consummation.

CONVENIENCES AT CROSSINGS.

One of the most prolific causes of complaint coming before the Board is the apparent unwillingness of some of the railroad companies to give the necessary accommodations at crossings. The Commission feel that the traveling public should not be made to suffer on account of any petty jealousies of rival roads.

While it appreciates how a road already built, with stations established, may feel a justifiable ambition to build up its own business at the towns already established, yet, when it does become necessary for a needed road to cross its line, and a station is about to be established on the new line, at or near the crossing, it would be but a very small matter, as far as expense is concerned, for both roads to unite in union facilities for changing passengers from one road to another. We would therefore respectfully submit whether there should not be such legislation as shall in the future forestall all such causes of com-

plaint; and also again suggest that, in making outlays for depot grounds and buildings in towns, regard should henceforth be had to the recommendations hereinbefore made as to union depots.

NO INDEPENDENT RIGHTS IN RAILWAYS.

It should always be understood that no railroad company has an exclusive right in any one of the roads of the State, as a man may have an exclusive right of property to a horse, or to a farm. In a very important sense the State has a joint ownership in every road. The public has an ownership in the railways, such as to enable it to secure to itself all the privileges and conveniences the road is supposed capable of giving.

It also has such a right to the control of the managers of the roads that it can say to them they must not curtail any of the accommodations the public has a right to demand, for the sake of building up private enterprises of their own, by favoring certain locations to the detriment of others.

FENCING RAILROADS.

In the opinion of the Commission there should be no delay in fencing all railroads in counties where the stock law is not in force.

There is not so much *urgent* need of fencing in counties where the herd law is in use. In them, through the grazing months the stock is supposed to be under the eye of a herder. Yet, even then the stock is often allowed to get upon the track, to the great annoyance and danger to the train men and passengers. In counties where stock is allowed to run at large, the danger is constant and imminent.

The reason given for not fencing is, that it is cheaper to pay for the stock killed than to fence.

This is so low and mercenary an excuse it is not worthy of notice. When the lives of human beings are offset against the saving of a few paltry dollars and cents, such an excuse should be treated with the contempt it deserves.

The farmers of this State, in non-herd-law counties, are obliged to fence against roving stock. We can see no good reason why railroad property should be an exception to this rule, and the more especially so when so much danger is incurred in the latter case.

It may be said that some of the railroads are so poor they are unable to fence. While this may be a misfortune, still is it any more of

a hardship to compel a poor railroad to fence its land than to make a poor farmer fence his?

HIGH RATES, OR SUPPOSED HIGH RATES.

There is one very serious and significant fact the Board feel they must recognize. There is a feeling in the general mind against the supposed, or real, encroachments of corporations upon the rights of the people. The impression seems to prevail that more is paid for the conveniences and privileges given by corporations than a fair and reasonable return on the outlay or original investment. We do not say that the general public is always correct in its estimate of the investments made, or of the dividends received. The feeling referred to, nevertheless, exists in the public mind. The feeling is, in short, that too high rates are charged. If there is real cause for the existence of this feeling, it should be carefully sought out and removed. If causeless, that fact also should be as carefully learned and shown to the people.

Should not our railroad managers ever keep in mind that they are running roads in a nation the most intelligent of any on the globe? The people the railroads serve are the peers of the men who run them. We here know and acknowledge no superior classes, and so peculiar are the relations the public holds to the railways of the country it feels it is its privilege to know, when it so wishes, what are the inside workings of these roads.

The intelligence of the general public is such that it will sooner or later come to at least an approximate knowledge of what the cost of the roads should be, and what would be a fair compensation for the services rendered. The people of this State are proverbial for being fair minded, and willing always to pay a reasonable price for what they receive. We think this constant distrust and suspicion which lurks in the minds of the people against railroad corporations, and which can be so easily fanned into a flame of hate by unprincipled and designing men who may not have anything to lose in any social disturbances they might be able to bring about, is altogether unnecessary.

This distrust comes from what has been supposed to be the rule (taken in its bad sense) for railroad carriage, viz.: that the rate should be all that the articles carried would bear and still be produced for traffic. We do not say this supposition on the part of the public

is correct. We merely allude to the fact of its existence as a ground for the suggestion we wish to make.

Would it not be the part of wisdom and deep sagacity on the part of railroad men to solve as soon as may be this problem, viz.: How cheaply can the different staple articles of freight traffic be carried and give a fair return for the money invested? We are fully of the opinion that the people of this State are competent to be trusted with this knowledge. They are willing to pay a fair price for any such service rendered. What is wanted is more confidence given from one to the other. When this confidence is once established, all this friction and hard feeling now existing and causing so much bad blood will be done away. When once it could be understood that the underlying principle on which managers were to run their roads was this of doing the work the cheapest possible, we feel assured that such an impetus would be given to all the producing interests as would be highly satisfactory to railroad men, because of the large increase of the volume of business brought to the roads.

It has been a matter of surprise to thinking men that this policy has not been the rule with railroad officials. So profoundly convinced are we of the desiraqleness of this line of policy, and of its healthful influence on the public mind, we cannot refrain from urging these views upon the attention of all, both that of the public and of railroad management.

OBJECTIONABLE LITERATURE SOLD ON TRAINS.

We would respectfully suggest to railroad officials, if it would not be well to give a more careful scrutiny to the kind of books and papers the newsboys are allowed to offer for sale on the trains. Has not the public a right to expect that our wives and daughters can travel on these public highways without any danger of being offended or insulted, by being importuned to buy such literature as we would not tolerate in our parlors at home? We do not deem it best to specify any particular periodical or book, but consider it sufficient to thus call attention to this matter.

COMPILATION

OF

RAILROAD RETURNS.

TABLE I.

CAPITAL STOCK.

RAILROADS.	Miles.	Paid in.	Per mile.	Common.	Preferred.	Amount held in Iowa.	No. of stock-holders.	No. of stock-holders in Iowa.
Burlington, Cedar Rapids & Northern	702.48	$ 5,500,000.00	$ 7,843.00	$ 5,500,000.00	$.....	$.....	650	.....
Central Iowa	410.52	7,718,500.00	18,801.00	5,643,700.00	2,074,800.00	86,000.00	877	9
Chicago, Burlington & Quincy	4,264.88	69,650,246.51	16,331.10	69,650,246.51	.....	.....	6,500	.....
Chicago, Burlington & Kansas City	152.50	8,000,000.00	51,803.00	8,000,000.00	.....	.....	.....	.....
Kansas City, St. Jo. & Council Bluffs	310.99	5,735,656.71	18,354.10	5,735,656.71	.....	68,775.00	5,732	75
St. Louis, Keokuk & Northwestern	185.81	3,420,000.00	18,401.00	2,070,000.00	1,350,000.00	720,000.00	85	64
Chicago, Milwaukee & St. Paul	4,514.22	44,445,244.00	9,846.00	27,904,261.00	16,540,983.00	1,400.00	1,269	2
Chicago & Northwestern	3,065.75	61,633,320.53	20,103.83	39,308,865.97	22,324,454.56	1,600.00	1,449	6
Chicago, Iowa & Nebraska	81.84	3,916,200.00	47,851.91	3,916,200.00	.....	256,700.00	464	8
Cedar Rapids & Missouri River	274.01	7,620,000.00	27,809.20	6,850,400.00	769,600.00	110,600.00	573	23
Des Moines & Minneapolis	57.34	922,600.00	16,089.99	922,600.00	.....	400.00	13	4
Maple River	118.01	658,000.00	5,018.22	658,000.00	.....	162,800.00	136	6
Chicago, Rock Island & Pacific	1,117.19	41,960,000.00	37,182.10	41,960,000.00	.....	189,800.00	2,335	22
Keokuk & Des Moines	162.20	4,125,000.00	25,431.50	2,600,400.00	1,524,600.00	.....	.....	.....
Chicago, St. Paul, Minneapolis & Omaha	1,108.40	29,332,926.64	25,000.00	18,572,993.33	10,759,933.31	.....	1,024	.....
Crooked Creek	8.50	71,500.00	8,411.76	71,500.00	.....	28,600.00	5	2
Des Moines & Fort Dodge	137.83	5,041,280.00	36,578.67	4,283,000.00	758,280.00	.....	90	.....
Dubuque & Dakota	63.20	569,300.00	9,008.00	159,300.00	410,000.00	569,300.00	28	24
Humeston & Shenandoah	112.53	4,026,000.00	35,778.07	4,026,000.00	.....	2,013,000.00	6	3
Illinois Central	.....	.....	.....	.....	.....	.....	.....	.....
Cedar Falls & Minnesota	75.58	1,586,500.00	20,991.00	1,586,500.00	.....	.....	84	.....
Dubuque & Sioux City	142.89	4,999,950.63	35,039.90	4,999,950.63	.....	30,200.00	402	7
Iowa Falls & Sioux City	183.69	4,625,000.00	25,170.12	4,625,000.00	.....	43,000.00	505	9
Minneapolis & St. Louis	355.00	9,752,000.00	27,470.42	5,752,000.00	4,000,000.00	.....	272	.....
Ottumwa & Kirkville	5.00	150,000.00	30,000.00	150,000.00	.....	150,000.00	2	2
Prairie du Chien & McGregor	2.00	100,000.00	50,000.00	100,000.00	.....	.....	5	.....
Sioux City & Pacific	107.42	2,068,400.00	19,255.26	1,899,400.00	169,000.00	29,800.00	84	10
Wabash, St. Louis & Pacific	2,747.80	50,346,000.00	18,322.33	27,312,800.00	23,033,200.00	.....	.....	.....
NARROW GAUGE ROADS.								
Burlington & Northwestern	38.77	143,141.41	4,377.10	143,141.41	.....	143,141.41	337	337
Burlington & Western	47.20	.....	.....	.....	.....	.....	.....	.....
Des Moines, Osceola & Southern	85.00	461,100.00	5,000.00	461,100.00	.....	305,600.00	37	32
St. Louis, Des Moines & Northern	38.93	722,750.00	.....	387,750.00	335,000.00	193,875.00	7	6
Cedar Rapids & Marion Street Railway	8.00	60,000.00	7,500.00	60,000.00	.....	60,000.00	20	20
Total	20,685.48	379,360,616.43	18,339.46	295,310,765.56	84,049,850.87	5,164,591.41	22,991	671

TABLE II.

DEBT.

RAILROADS.	Miles.	Funded debt.	Unfunded debt.	Total debt.	Debt per mile.	Stock and debt.	Stock and debt per mile.
Burlington, Cedar Rapids & Northern	702.48	$ 9,964,000.00	$ 714,921.59	$ 10,678,921.59	$ 15,658.24	$ 16,178,921.59	$ 23,722.75
Central Iowa	410.52	7,044,000.00	.....	7,044,000.00	17,158.72	14,762,500.00	35,960.50
Chicago, Burlington & Quincy	4,264.88	62,519,550.00	.....	62,519,550.00	14,659.15	132,169,796.51	30,990.25
Chicago, Burlington & Kansas City	152.50	.....	473,321.08	473,321.08	3,103.74	8,473,321.08	55,562.76
Kansas City, St. Jo & Council Bluffs	310.99	5,777,174.51	.....	5,777,174.51	18,486.95	11,512,831.22	36,841.05
St. Louis, Keokuk & Northwestern	185.81	3,180,000.00	258,848.25	3,438,848.25	19,594.00	6,858,848.25	39,081.75
Chicago, Milwaukee & St. Paul	4,514.22	91,097,000.00	698,720.29	91,795,720 29	20,336.00	136,240,964.29	30,182.00
Chicago & Northwestern	3,065.75	77,321,000.00	5,181,553.27	82,502,553.27	26,666.61	144,135,873.80	46,770.44
Chicago, Iowa & Nebraska	81.84	193,500.00	1,872.78	195,372.78	2,387.25	4,111,572.78	50,239.16
Cedar Rapids & Missouri River	274.01	3,614,000.00	100,972.88	3,714,972.88	13,557.80	11,334,972.88	41,367.00
Des Moines & Minneapolis	57.34	.....	.....	.....	10,463.90	922,600.00	26,553.89
Maple River	118.01	869,500.00	230,925.72	1,100,425.72	9,324.85	1,692,625.72	14,343.07
Chicago, Rock Island & Pacific	1,117.19	17,500,000 00	.....	17,500,000.00	15,507.31	59,460,000.00	52,689.41
Keokuk & Des Moines	162.20	2,750,000.00	.....	2,750,000.00	16,954.50	6,875,000.00	42,386.00
Chicago, St. Paul, Minneapolis & Omaha	1,108 40	20,265,487.50	.....	20,265,487.50	15,000.00	49,598,414.14	40,000.00
Crooked Creek	8.50	.....	24,098.16	24,098.16	2,835.08	95,598.16	11,246.84
Des Moines & Fort Dodge	137.83	3,070,000.00	78,000.00	3,148,000.00	22,841.38	8,189,280.00	59,420 05
Dubuque & Dakota	63.20	630,000.00	.....	630,000.00	9,968.51	1,199,300.00	19,005.00
Humeston & Shenandoah	112 53	2,684,000.00	.....	2,684,000.00	23,852.06	6,710,000.00	59,630.13
Illinois Central	.....	.....	.....	.....	.....	.....	.....
Cedar Falls & Minnesota	75.58	1,587,000.00	.....	1,587,000.00	20,997.62	3,173,500.00	41,988.62
Dubuque & Sioux City	142.89	870,000.00	.....	870,000.00	6,110.72	5,869,950.63	41,064.48
Iowa Falls & Sioux City	183.69	2,947,500.00	141,863 34	3,089,363.34	16,816.35	7,712,863.34	41,988.48
Minneapolis & St. Louis	355.00	7,381,000.00	1,441,343.21	8,822,343.21	24,851.67	18,574,343.21	52,322.09
Ottumwa & Kirkville	5.00	117,550.00	26,041.98	143,591.98	28,719.00	293,591.98	58,719.00
Prairie du Chien & McGregor	2.00	.....	.....	.....	.....	100,000.00	50,000.00
Sioux City & Pacific	107.42	3,775,320.00	2,112,597.45	5,887,917.45	54,812.11	7,956,317.45	74,067.37
Wabash, St. Louis & Pacific	2,747.80	70,724,224.15	8,136,036.04	78,860,260.19	28,700.10	129,206,260.19	47,022.43
NARROW GAUGE ROADS.							
Burlington & Northwestern	38.77	220,000.00	12,000.00	232,000.00	5,984.00	375,141.41	9,675.81
Burlington & Western	47.20	.....	.....	.....	.....	.....	.....
Des Moines, Osceola & Southern	85.00	810,000 00	.....	810,000.00	7,000.00	1,271,100.00	12,000.00
St. Louis, Des Moines & Northern	38.93	303,000.00	.....	303,000.00	8,000.00	1,025,750.00	28,000.00
Cedar Rapids & Marion Street Railway	8.00	.....	.....	.....	.....	60,000.00	7,500.00
Total	20,685.48	397,214,806.16	19,633,116.04	416,847,922.20	20,151.71	796,141,238.63	38,487.92

TABLE III.

COMPARATIVE TABLE OF CAPITAL STOCK FOR THE YEARS ENDING JUNE 30, 1878, 1879, 1880, 1881, 1882, AND 1883.

RAILROADS.	1878.	1879.	1880.	1881.	1882.	1883.
Burlington, Cedar Rapids & Northern	$ 5,500,000.00	$ 5,500,000.00	$ 5,500,000 00	$ 5,500,000.00	$ 5,500,000.00	$ 5,500,000.00
Central Iowa	5,071,055.00	5,071,055.00	150,000.00	4,324,800.00	5,820,000.00	7,718,500.00
Chicago, Burlington & Quincy	27,729,916.51	30,992,956 57	52,203,676 51	55,692,096.51	63,256,096.51	69,650,246.51
Chicago, Burlington & Kansas City	1,793,700.00	1,793,700 00	1,793,000.00	.....	.....	8,000,000.00
Kansas City, St. Jo & Council Bluffs	2,789,413.66	2,789,413.66	2,796,356.71	3,205,356.71	5,735,656.71	5,735,656.71
St. Louis, Keokuk & Northwestern	.....	.....	.....	.....	3,420,000.00	3,420,000.00
Chicago, Milwaukee & St. Paul	38,524,448.50	40,280,748.50	36,499,934.00	28,354,744 00	35,509,744.00	44,445,244.00
Chicago & Northwestern	36,933,650.53	36,933,650.53	36,967,100.53	58,568,150.53	60,211,650.53	61,633,320.53
Chicago, Iowa & Nebraska	3,916,200.00	3,916,200.00	3,916,200 00	3,916,200 00	3,916,200.00	3,916,200.00
Cedar Rapids & Missouri River	7,620,000.00	7,620,000 00	7,620,000.00	7,620,000 00	7,620,000.00	7,620,000.00
Des Moines & Minneapolis	165,190.29	166,500 00	303,900 00	459,207.20	906,300.00	922,600.00
Maple River	658,000.00	658,000.00	658,000 00	658,000.00	658,000.00	658,000 00
Chicago, Rock Island & Pacific	29,435,200.00	30,235,200.00	46,085,000 00	41,960,000.00	41,960,000.00	41,960,000.00
Keokuk & Des Moines	.....	.....	.....	4,125,000.00	4,125,000 00	4,125,000 00
Chicago, St. Paul, Minneapolis & Omaha	2,800,000.00	2,800,000.00	9,200,000 00	12,560,000.00	29,393,166.66	29,332,926.64
Crooked Creek	71,500.00	71,500.00	71,500 00	71,500.00	71,500.00	71,500.00
Des Moines & Fort Dodge	4,000,000.00	1,843,100 00	1,843,100.00	3,758,280.00	3,758,280.00	5,041,280.00
Dubuque & Dakota	.....	.....	565,000.00	566,000 00	568,600.00	569,300.00
Humeston & Shenandoah	.....	.....	.....	.....	.....	4,026,000.00
Illinois Central	.....	.....	.....	.....	.....	.....
Cedar Falls & Minnesota	1,586,500 00	1,586,500.00	1,586,500 00	1,586,500.00	1,586,500.00	1,586,500.00
Dubuque & Sioux City	4,999,950.62	4,999,950.62	5,000,000.00	4,999,300.00	5,000,194.45	4,999,950.63
Iowa Falls & Sioux City	4,625,000.00	4,625,000 00	4,625,000.00	4,625,000.00	4,625,000.00	4,625,000.00
Minneapolis & St. Louis	.....	7,800.00	2,120,200 00	.....	9,588,700.00	9,752,000.00
Ottumwa & Kirkville	.....	.....	.....	.....	.....	150,000.00
Prairie du Chien & McGregor	.....	.....	.....	.....	.....	100,000.00
Sioux City & Pacific	2,068,400 00	2,068,400.00	2,068,400 00	2,068,400 00	2,068,400.00	2,068,400.00
Wabash, St. Louis & Pacific	1,460,075 00	1,460,075.00	42,448,700.00	43,651,800 00	49,959,700.00	50,346,000.00
NARROW GAUGE ROADS.						
Burlington & Northwestern	135,442.43	138,025.89	139,986.46	143,143.91	143,316.41	143,141.41
Burlington & Western	.....	.....	.....	.....	.....	.....
Des Moines, Osceola & Southern	.....	.....	.....	.....	201,500.00	461,100.00
Ft. Madison & Northwestern	.....	.....	40,000.00	40,000.00	315,100.00	.....
St. Louis, Des Moines & Northern	.....	.....	.....	.....	.....	722,750.00
Cedar Rapids & Marion Street Railway	.....	.....	.....	18,000.00	60,000.00	60,000.00
Total	$ 183,488,642.54	$ 185,614,375.77	$ 264,482,954.21	$ 288,713,878.86	$ 345,918,605.27	$ 379,360,616.43

TABLE IV.

COMPARATIVE TABLE OF DEBT, FOR THE YEARS ENDING JUNE 30, 1878, 1879, 1880, 1881, 1882 AND 1883.

RAILROADS.	1878.	1879.	1880.	1881.	1882.	1883.	Rate of Interest on indebtedness.
Burlington, Cedar Rapids & Northern	$ 6,797,382.10	$ 6,500,000.00	$ 7,274,413.54	$ 8,464,387.18	$ 9,314,617.07	$ 10,678,921.59	5, 6, 7
Central Iowa	4,905 644.99	4,892,000.00	3,806,200.00	3,700,000.00	5,739,000.00	7,044,000 00	6, 7, 10
Chicago, Burlington & Quincy	26,634,825.00	26,753,725.00	29,073,625.00	50,852,225.00	59,860,750.00	62,519,550.00	4, 5, 6, 7, 8
Chicago, Burlington & Kansas City	3,688,000 00	3,688,000.00	3,697,653.00	.....	4,593,305.77	473,321.08	.....
Kansas City, St. Jo. & Council Bluffs	7,509,128.72	8,072,715.93	7,489,474.51	8,307,474.51	5,777,174.51	5,777,174.51	6, 7
St. Louis, Keokuk & Northwestern	.....	.....	.....	.....	3,398,393.87	3,438,848.25	6
Chicago, Milwaukee & St. Paul	36,048,383.99	38,491,230 26	49,960,021.12	74,615,000.00	85,236,846.60	91,795,720.29	5, 6, 7, 7 3-10, 8
Chicago & Northwestern	34,641,914.26	34,647,044.05	41,862,246.29	63,071,736.18	69,563,306.63	82,502,553.27	5, 6, 7, 8
Chicago, Iowa & Nebraska	727,000.00	676,900.00	635,258.84	470,665.97	378,224.26	195,372.78	7
Cedar Rapids & Missouri River	3,831,241.32	3,781,632.90	3,708,262.56	3,722,840.79	3,714,534.78	3,714,972.88	7
Des Moines & Minneapolis	329,902.33	390,718.75	455,925.32	406,000.00	607,805.00	.....	7
Maple River	503,087.50	552,706.88	612,924.10	590,941.60	603,820.39	1,100,425.72	5, 6, 7
Chicago, Rock Island & Pacific	18,093,274.98	17,750,000.00	17,750,000.00	17,500,000.00	17,500,000.00	17,500,000.00	6, 7
Keokuk & Des Moines	.....	.....	.....	2,750,000.00	2,750,000.00	2,750,000.00	5
Chicago, St. Paul, Minneapolis & Omaha	2,866,500.00	2,634,240.00	5,695,428.17	7,070,811.96	19,546,675.00	20,265,487.50	6, 7, 8, 10
Crooked Creek	.....	40,000.00	20,000.00	20,000.00	24,098.18	24,098.16	6
Des Moines & Fort Dodge	2,178,000.00	2,210,700.00	2,210,750.00	2,350,000.00	2,438,800.00	3,148,000.00	5, 6
Dubuque & Dakota	.....	.....	593,588.50	685,234.39	630,000.00	630,000.00	6
Humeston & Shenandoah	.....	.....	.....	.....	.....	2,684,000.00	7
Illinois Central	.....	.....	.....	.....	.....	.....	.....
Cedar Falls & Minnesota	1,506,500.00	1,506,500.00	1,478,000.00	1,587,000.00	1,587,000.00	1,587,000.00	7
Dubuque & Sioux City	882,000.00	882,000.00	882,000.00	881,500.00	872,000.00	870,000.00	7
Iowa Falls & Sioux City	2,952,294.56	3,051,904.56	3,090,697.82	3,090,857.32	3,091,874.82	3,089,363.34	7
Minneapolis & St. Louis	.....	86,000.00	2,900,818.49	.....	7,541,501.75	8,822,343.21	6, 7
Ottumwa & Kirkville	.....	.....	.....	.....	.....	143,591.98	6
Sioux City & Pacific	4,405,679.77	4,405,818.09	3,586,077.05	5,057,384.31	5,643,107.21	5,887,917.45	6
Wabash, St. Louis & Pacific	1,800,000.00	1,800,000.00	41,539,561.73	52,171,558.82	75,080,328.62	78,860,260.19	7
NARROW GAUGE ROADS.							
Burlington & Northwestern	60,000.00	65,000.00	220,000.00	220,000,00	226,700.00	232,000.00	7, 8
Des Moines, Osceola & Southern	.....	.....	.....	.....	280,000.00	810,000.00	7
Ft. Madison & Northwestern	.....	.....	.....	.....	228,363.55	.....	.....
St. Louis, Des Moines & Northern	.....	.....	.....	.....	.....	303,000.00	6
Total	160,360,759.52	162,979,836.42	228,551,426.04	307,585,618.03	386,228,328.01	416,847,922.20	

TABLE V.

COST.

RAILROADS.	Miles.	Road.	Road per mile.	Equipment.	Equipment per mile.	Total for Road and Equipment.	Total per mile.	Proportion for Iowa.
Burlington, Cedar Rapids & Northern	702.43	$ 12,136,260.03	$ 17,795.10	$ 1,890,138.43	$2,771.46	$ *14,414,306.03	$ 21,135.34	$ 13,965,602.68
Central Iowa	410.52	14,589,784.65	35,540.00	551,200.00	1,326.00	15,140,984.65	36,882.00	15,140,984.65
Chicago, Burlington & Quincy	3,165.07	112,162,854.02	35,437.64	17,453,389.32	5,514.36	129,616,243.34	40,952.00	.....
Chicago, Burlington & Kansas City	152.50	8,340,183.35	54,700.00	109,894.56	573.86	8,450,077.91	55,403.78	4,225,038.95
Kansas City, St. Jo & Council Bluffs	310.99	10,791,446.89	34,532.63	1,360,218.75	4,352.70	12,151,665.64	38,885.33	2,248,058.13
St. Louis, Keokuk & Northwestern	185.81	6,404,989.11	36,495.66	409,092.50	2,201.78	6,811,081.61	38,826.67	2,044,224.48
Chicago, Milwaukee & St. Paul	4,514.22	.....	.....	.....	.....	139,836,627.30	30,978.00	40,891,525.93
Chicago & Northwestern	3,065.75	.....	.....	.....	.....	137,317,674.52	44,790.89	22,550,421.47
Chicago, Iowa & Nebraska	81.84	.....	.....	.....	.....	4,662,572.29	56,971.80	4,662,572.29
Cedar Rapids & Missouri River	274.01	.....	.....	.....	.....	11,459,491.59	41,821.44	11,459,491.59
Des Moines & Minneapolis	57.34	.....	.....	.....	.....	1,418,850.25	27,744.51	1,418,850.25
Maple River	118.01	.....	.....	.....	.....	1,768,617.19	14,987.01	1,768,617.19
Chicago, Rock Island & Pacific	1,117.19	50,931,468.04	45,558.90	7,155,331.41	5,183.45	58,086,799.45	51,993.66	39,474,653.98
Keokuk & Des Moines	162.20	.....	.....	.....	.....	.....	.....	.....
Chicago, St. Paul, Minneapolis & Omaha	1,108.40	.....	.....	.....	.....	48,481,573.03	43,077.72	3,695,253.56
Crooked Creek	8.50	.....	.....	.....	.....	71,500.00	8,411.76	71,500.00
Des Moines & Fort Dodge	137.83	.....	.....	.....	.....	8,437,536.17	61,216.10	8,437,536.17
Dubuque & Dakota	63.20	1,213,427.94	19,200.00	37,694.35	600.00	1,251,122.29	19,857.00	1,251,122.29
Humeston & Shenandoah	112.53	2,251,781.68	20,011.03	287,620.95	2,556.02	2,539,402.63	22,567.05	2,539,402.63
Illinois Central	.....	.....	.....	.....	.....	.....	.....	.....
Cedar Falls & Minnesota	75.58	3,173,500.00	41,988.62	.....	.....	3,173,500.00	41,988.62	3,173,500.00
Dubuque & Sioux City	142.89	5,621,112.71	39,337.33	.....	.....	5,621,112.71	39,337.33	5,621,112.71
Iowa Falls & Sioux City	183.69	7,585,000.00	41,292.40	.....	.....	7,585,000.00	41,292.40	7,585,000.00
Minneapolis & St. Louis	355.00	15,934,176.62	44,885.00	2,048,870.17	5,771.47	17,983,046.79	50,656.47	7,142,562.27
Ottumwa & Kirkville	5.00	64,365.22	12,873.05	33,000.00	6,600.00	97,365.22	19,473.05	97,365.22
Prairie du Chien & McGregor	2.00	100,000.00	50,000.00	.....	.....	100,000.00	50,000.00	12,500.00
Sioux City & Pacific	107.42	.....	.....	.....	.....	5,459,897.46	50,827.57	4,094,302.98
Wabash, St. Louis & Pacific	2,747.80	.....	.....	.....	.....	116,483,557.83	33,449.22	12,841,155.55
NARROW GAUGE ROADS.								
Burlington & Northwestern	38.77	331,363.70	7,977.16	61,884.58	1,183.26	393,248.28	10,143.36	393,248.28
Burlington & Western	47.20	481,732.27	10,206.19	83,968.90	1,036.64	565,701.17	11,985.19	565,701.17
Des Moines, Osceola & Southern	85.00	1,134,100.00	11,328.23	137,000.00	1,611.77	1,271,100.00	13,000.00	1,271,100.00
St. Louis, Des Moines & Northern	38.93	1,025,750.00	28,000.00	.....	.....	1,025,750.00	28,000.00	1,025,750.00
Cedar Rapids & Marion Street Railway	8.00	54,955.44	6,869.43	15,958.33	1,994.77	70,913.77	8,864.22	70,913.77
Total	19,585.67	$ 264,328,251.67	$ 13,036.50	$ 31,635,262.95	1,615.23	$ 761,749,319.12	$ 38,893.20	$219,739,068.19

* Discrepancy of $387,907.57.

TABLE VI.

EARNINGS.

RAILROADS.	PASSENGER DEPARTMENT.					FREIGHT DEPARTMENT.		Miscellaneous earnings.	Total earnings.	Proportion for Iowa.	Earnings per mile of road operated.
	Passenger.	Express, etc.	Mails.	Total.	Per train mile.	Freight.	Per train mile.				
Burlington, C. R. & N.	$ 662,129.17	$ 25,457.89	$ 42,383.84	$ 729,970.90	.908	$ 2,060,167.86	1.232	$ 60,714.90	$ 2,850,853.66	$ 2,729,746.88	$ 4,091.11
Central Iowa	235,443.57	13,517.88	15,270.60	264,232.05	1.251	915,204.24	1.303	50,624.19	1,230,060.48	1,230,060.48	2,838.03
Chicago, Burlington & Q.	1,450,637.50	70,627.12	98,830.84	1,620,095.46	1.57	4,829,908.39	1.55	58,845.34	6,508,849.19	6,508,849.19	7,879.99
Chicago, B. & K. C.	60,730.65	6,094.07	8,835.52	75,660.24	.....	161,837.47	.....	6,870.60	244,368.21	148,854.73	1,276.08
Kansas C., St. Jo. & C. B.	513,371.38	27,345.70	41,234.66	581,951.74	1.08	1,353,340.06	2.26	78,819.53	2,014,111.33	261,443.76	6,192.93
St. Louis, Keokuk & N.	151,029.44	13,702.33	19,839.86	184,571.63	.....	272,357.68	.....	5,775.08	462,704.39	138,811.30	3,401.98
Chicago, Milwaukee & St. P.	5,588,232.14	569,499.78	427,031.92	6,584,763.84	1.35	15,151,242.30	1.59	202,427.93	21,938,434.07	4,721,144.34	4,947.77
Chicago & Northwestern	6,212,478.98	416,137.28	425,353.00	7,053,969.26	1.4223	16,957,017.28	1.706	240,353.20	24,251,339.74	6,008,980.35	6,882.40
Chicago, Rock Island & P.	3,212,476.16	269,138.09	222,188.34	3,703,802.59	1.56	7,849,255.61	1.55	589,871.82	12,142,930.02	6,931,834.92	8,369.24
Chicago, St. Paul, M. & O.	1,347,287.82	99,619.56	65,746.98	1,512,654.36	1.6492	3,572,918.90	1.5933	342,961.42	5,428,534.68	320,975.93	4,676.00
Crooked Creek	376.15	.....	361.62	737.77	.....	7,466.70	.....	.....	8,204.47	8,204.47	965.23
Des Moines & Fort Dodge	89,197.28	4,553.85	5,149.40	98,900.53	.95	211,327.02	1.78	4,829.33	315,056.88	315,056.88	2,170.94
Dubuque & Dakota	12,272.83	423.52	2,937.62	15,633.97	.....	54,124.18	.....	2,443.72	72,201.87	72,201.87	1,142.42
Humeston & Shenandoah	17,560.49	1,770.24	1,845.22	21,175.95	.58	122,472.51	1.04	231.17	143,879.63	143,879.63	1,278.62
Illinois Central	582,256.06	22,652.58	45,163.05	650,071.69	1.51	1,293,228.00	1.37	18,795.38	1,962,095.07	1,962,095.07	4,832.15
Minneapolis & St. Louis	319,211.57	22,200.18	23,858.38	365,270.13	1.03	1,285,087.04	1.27	.....	1,650,357.17	415,853.56	3,929.42
Ottumwa & Kirkville	1,708.90	14.11	.....	1,723.01	1.723	23,609.88	2.53	482.66	25,815.55	25,815.55	2,111.07
Prairie du Chien & McG.	.....	.....	.....	.....	.....	.....	.....	56,251.00	56,251.00	7,031.35	28,125.50
Sioux City & Pacific	306,990.31	19,211.34	30,888.22	357,089.87	1.6597	677,026.49	2.17	27,744.66	1,061,861.02	389,919.70	2,510.54
Wabash, St. Louis & Pacific	3,991,309.54	614,935.11	372,149.46	4,978,394.11	.98	11,944,065.15	1.32	310,522.63	17,232,981.89	1,899,763.10	4,948.59
NARROW GAUGE ROADS.											
Burlington & Northwestern	10,776.80	820.60	1,466.94	13,064.34	.....	24,838.09	.8674	2,668.75	40,571.18	40,571.18	724.71
Burlington & Western	3,294.08	129.39	.....	3,423.47	.....	12,682.77	.3456	1,294.05	17,400.29	17,400.29	370.00
Des Moines, Osceola & S.	14,194.80	504.82	1,816.87	16,516.49	.....	45,982.10	.....	109.50	62,608.09	62,608.09	736.57
St. Louis, Des Moines & N.	16,293.01	450.87	.....	16,743.88	.....	35,779.33	.....	185.07	52,708.28	52,708.28	1,254.96
Cedar Rapids & M. St. R'y.	19,213.18	110.85	132.25	19,456.28	.....	.....	.....	87.59	19,543.87	19,543.87	2,442.98
Total	24,818,471.81	2,198,917.16	1,852,484.59	28,869,873.56	.....	68,860,939.05	.....	2,062,909.52	99,793,722.03	34,433,354.77	5,386.42

TABLE VII.

OPERATING EXPENSES.

RAILROADS.	Miles operated.	Maintenance of way.	Motive power and cars.	Conducting transportation.	General expenses.	Total.	Per mile of road.	Per train-mile.	Proportion for Iowa.	Taxes paid in Iowa.	Rent of track.
Burlington, Cedar Rapids & N...	713.87	$ 570,783.31	$ 319,154.43	$ 853,906.13	$ 222,432.05	$ 1,966,275.92	$ 2,883.10	.7945	$ 1,923,717.76	$ 72,282.27	$ 14,699.94
Central Iowa.....	415.58	227,151.64	114,797.36	326,030.82	127,470.09	795,449.91	1,914.05	.87	795,449.91	34,240.07	6,000 00
Chicago, Burlington & Quincy....	818.53	931,811.58	639,431.02	1,612,883.61	836,511.12	4,020,637.33	4,912.02	.96	4,020,637.33	166,509.25	146,687.17
Chicago, Burlington & K. C..	191.50	92,012.37	25,200.57	97,690.27	34,509.16	249,412.37	1,302.31	.....	151,849.35	4,320.33	12,000.00
Kansas City, St. Jo. & C. B...	312.49	305,715.55	157,955.34	580,228.80	143,706.37	1,187,606.06	3,800.34	1.04	221,749.83	.....	.....
St. Louis, Keokuk & N.....	185 81	150,120.02	67,075.91	182,939.60	42,994.40	443,129.93	3,258.07	.....	132,937.70	2,273.13	10,186.81
Chicago, Milwaukee & St. Paul..	4,514.22	2,678,144.36	2,224,620.97	6,323,016.84	2,098,202.66	13,323,984.83	3,004.96	.96	3,478,550.27	83,872.41	.....
Chicago & Northwestern.....	3,584 10	3,459,912.49	2,342,816.91	7,201,463.18	1,305,392.08	14,309,584.66	4,101.64	.9605	4,057,998.55	145,313.01	1,578,052.93
Chicago, Rock Island & Pacific..	1,380.42	1,563,819.98	996,076.76	3,289,014.57	1,105,526.24	6,954,437.55	5,037.91	.94	4,172,662.53	179,263.68	451,958.14
Chicago, St. Paul, M. & O.....	1,142.30	760,770 06	563,462 79	1,770,758.72	487,788.21	3,582,779.78	3,294 24	1.1340	200,625.00	15,153.21	30,677.30
Crooked Creek	8.50	6,444.00	592.85	4,998.05	1,766.27	13,801.17	1,623.66	.....	13,801.17	539.77	.....
Des Moines & Fort Dodge.....	142.90	66,426.41	23,655.29	96,296.03	45,966.96	232,344.69	1,625.92	1.04	232,344.69	14,949.37	3,499.88
Dubuque & Dakota.....	63.20	18,191.57	2,710.19	21,656.59	8,214.55	50,772.90	818.90	.....	50,772.90	3,753.88	551.88
Humeston & Shenandoah	112.52	39,610.53	10,053.83	56,354 00	10,359.03	116,377.39	1,034.22	.75	116,377.39	1,301.74	4,275.48
Illinois Central	402.16	287,288.50	142,204.71	499,677.91	183,467.43	1,112,638.55	2,766.65	.81	1,112,638.55	66,700.00	770,784.24
Minneapolis & St. Louis.....	355.00	237,175.04	232,335.68	680,712.56	170,199.95	1,320,423.23	3,143.56	.97	333,772.26	10,280.87	.....
Ottumwa & Kirkville.....	12.00	1,149.71	554.76	6,977.77	3,767.10	12,449.34	1,037.61	1.245	12,451.34	282.65	6,388.62
Prairie du Chien & McGregor....	2.00	37,979.47	.....	19,255.70	9,433.70	66,668.87	33,334.44	.....	8,333.61	92.25	.....
Sioux City & Pacific	418.54	278,095.78	87,202.12	270,394.94	192,254.29	827,947.13	2,010.00	1.5706	271,738.06	10,841.89	138,303.23
Wabash, St. Louis & Pacific	3,482.40	2,270,491.46	1,885,485.93	5,879,277.83	1,961,130.48	11,996,385.70	3,444.86	.838	1,322,481.75	17,784.05	1,238,357.65
NARROW GAUGE ROADS.											
Burlington & Northwestern.....	52.30	8,861.62	3,880.73	14,138.00	5,561.90	32,442.25	620.31	.7457	32,442.25	159.21	5,365.05
Burlington & Western	81.20	4,280.68	1,100.61	10,840.05	811.54	17,032.88	209.76	.3655	17,032.88	.....	2,668.75
Des Moines, Osceola & Southern.	85.00	13,088.00	9,517.92	17,623.16	8,677.10	48,906.18	575.38	.....	48,906.18	.....	.....
St. Louis, Des Moines & Northern	42.36	17,850.47	4,066.76	22,176.53	33,484.15	77,577.91	1,847.00	.....	77,577.91	520.34	.....
Cedar Rapids & Marion St. R'y ..	8.00	4,274.70	2,819.49	11,432.64	2,074.50	20,601.33	2,575.17	.....	20,601.33	222.29	.....
Total	18,526.90	14,031,449.30	9,856,772.93	29,849,744.30	9,041,701.33	$ 62,779,667.86	3,388.57	.....	22,827,450.50	830,655.67	4,420,457.07

TABLE VIII.

SUBDIVISION OF EXPENSES IN OPERATING ROADS.

RAILROADS.	Repairs of roadbed and track.	Renewal of rails.	Renewal of ties.	Repairs of bridges, culverts, etc.	Repairs of fences, road crossings, etc.	Repairs of buildings.	Repairs of locomotives.	Repairs of passenger cars.	Repairs of freight cars.	Fuel for locomotives.
Burlington, Cedar Rapids & N.	$ 327,698.59	$ 51,672.99	$ 66,018.17	$ 44,051.47	$ 29,911.32	$ 51,430.77	$ 164,373.59	$ 37,421.47	$ 117,359.37	$ 229,973.85
Central Iowa	109,180.69	22,703.28	32,617.96	27,021.38	4,407.61	29,242.56	57,164.04	8,940.08	48,693.24	79,057.68
Chicago, Burlington & Quincy.	735,186.06	.....	.....	128,377.46	30,577.50	37,670.56	293,076.86	.....	346,354.16	.....
Chicago, Burlington & K. C.	60,319.56	.....	.....	28,410.61	1,012.95	2,269.25	15,622.25	.....	9,578.32	.....
Kansas City, St. Jo. & C. B.	156,123.48	67,160.13	48,982.71	.....	5,077.31	28,371.92	72,031.37	23,460.82	62,463.15	73,926.40
St. Louis, Keokuk & N. W.	109,693.67	.....	.....	32,622.10	3,405.21	4,399.04	23,038.27	.....	44,037.64	.....
Chicago, Milwaukee & St. Paul	2,067,033.58	.....	.....	314,761.28	72,213.41	224,136.09	896,966.41	.....	1,327,654.56	1,811,079.09
Chicago & Northwestern	1,721,631.18	364,117.72	269,205.51	544,173.60	127,383.09	433,401.39	923,577.93	521,154.93	898,084.05	1,974,079.89
Chicago, Rock Island & Pacific	921,300.93	65,358.99	179,783.71	242,241.39	43,954.03	111,180.93	350,184.86	162,417.47	483,474.43	660,983.52
Chicago, St. Paul, M. & O	439,693.91	52,837.77	85,209.55	83,086.00	33,502.49	66,440.34	236,870.13	91,280.21	235,312.45	627,842.65
Crooked Creek	2,435.00	2,208.90	1,074.75	689.60	.....	35.75	592.85	.....	.....	981.00
Des Moines & Fort Dodge	40,785.66	.....	9,406.15	5,076.02	639.25	10,519.33	18,127.21	3,138.77	2,389.31	19,381.73
Dubuque & Dakota	15,863.64	.....	.....	1,810.48	14.57	502.88	1,674.97	258.47	776.75	6,298.59
Humeston & Shenandoah	36,278.54	.....	.....	2,385.47	13.75	932.77	5,196.83	179.76	4,677.24	13,573.04
Illinois Central	161,766.99	48,360.52	33,233.79	26,927.52	5,003.99	11,995.69	58,217.47	31,360.25	52,626.99	131,576.41
Minneapolis & St. Louis	182,066.28	7,667.60	13,671.56	18,073.47	1,821.57	13,874.56	114,765.57	23,802.23	93,767.88	189,466.61
Ottumwa & Kirkville	962.44	.....	.....	187.27	.....	.....	463.69	8.25	82.82	857.08
Sioux City & Pacific	119,377.45	71,280.93	49,158.96	17,712.38	1,832.54	18,733.52	38,439.17	19,258.00	29,504.95	86,954.29
Wabash, St. Louis & Pacific	1,601,367.81	.....	.....	351,986.09	85,800.95	231,336.61	769,070.35	252,727.21	863,688.37	982,175.03
NARROW GAUGE ROADS.										
Burlington & Northwestern	8,110.42	.....	.....	407.98	30.00	312.22	1,518.11	.....	2,362.62	3,853.88
Burlington & Western	4,223.35	.....	.....	49.57	.....	7.76	550.29	.....	550.32	3,905.45
St. Louis, Des Moines & N.	15,334.81	.....	.....	1,572.01	9.75	933.90	2,620.09	.....	1,446.67	3,537.76
Cedar Rapids & Marion St. R'y	4,128.59	.....	.....	.....	.....	146.11	2,819.49	.....	.....	3,312.47
Total	8,840,562.63	753,363.83	788,362.82	1,871,623.15	446,611.29	1,277,873.95	4,046,961.80	1,175,407.92	4,624,885.99	6,902,816.42

TABLE VIII—CONTINUED.

RAILROADS.	Water supply.	Oil and waste.	Locomotive service.	Passenger train service.	Passenger train supplies.	Mileage of passenger cars—debit balance.	Freight train service.	Freight train supplies.	Mileage of freight cars—debit balance.	Telegraph expenses.	Loss and damage of freight and baggage.
Burlington, Cedar Rapids & N.	$ 9,121.18	$ 25,635.-0	$ 183,960.38	$ 34,369.07	$ 12 420 28	$ 5,744.18	$ 119,888.22	$ 17,079.96	$ 13,861.73	$ 33,805.33	$ 8,332.21
Central Iowa	5,53[illegible].85	10,297.91	78,089.67	11,656.47	3,037.61	907.04	51,149.99	6,839.37	14,436.67	13,028.65	451.20
Chicago, Burlington & Quincy	38,841.14	.....	832,676.17	330,460.28	.....	.....	.....	.....	.....	83,826.41	6,646.12
Chicago, Burlington & K. C.	3,643.47	.....	40,823.61	.....	.....	.....	15,467.18	.....	11,235.13	5,667.11	134.53
Kansas City, St. Jo & C. B.	14,893.49	4,252.14	124,597.80	28,150.35	4,691.72	.....	56,303.55	9,380.59	33,119.28	14,942.02	2,707.76
St. Louis, Keokuk & N. W.	5,112.77	.....	70,487.70	.....	.....	.....	31,192.34	.....	.....	7,783.44	3,453.79
Chicago, Milwaukee & St. P.	.....	244,656.45	1,305,030.08	265,863.60	44,280 59	.....	531,367.05	88,561.34	.....	.....	40,915.02
Chicago & Northwestern	91,281.87	216,600.01	1,346,269.94	270,807.52	55,866 14	5,909.60	619,311.50	26,822.46	110,232.06	287,693.04	69,209.94
Chicago, Rock Island & P.	65,408.17	44,958.10	626,941.63	144,543.12	22,900 55	107,771.17	267,659.39	40,415.85	138,376.53	121,477.34	9,573.04
Chicago, St. Paul, M. & O.	30,368.80	26,842.11	326,503.17	57,591.65	11,454.95	17,067.03	172,108.56	13,640.65	.....	73,846.00	39,459.61
Crooked Creek	468.00	238.60	1,404.00	.....	.....	.....	745 00	36.50	162.70	12.75	.....
Des Moines & Fort Dodge	2,147.75	3,154.23	21,552.17	4,387.00	682.33	523.02	11,014.60	510.19	2,587.19	2,156.91	450.61
Dubuque & Dakota	199.50	529.30	3,480.28	.....	.....	.....	2,743.04	.....	.....	302.73	127.80
Humeston & Shenandoah	2,540.91	1,081.97	13,944.15	2,334.96	321.05	.....	8,206.43	1,605.26	.....	10.10	383.22
Illinois Central	11,914.58	6,423.69	97,942.61	27,078.60	10,422.64	.....	53,617.94	12,515.72	16,952.65	17,859.11	1,739.19
Minneapolis & St. Louis	15,134.41	17,214.45	151,562.58	.....	26.412.71	2,607.38	81,337.44	.....	.....	24,473 48	8,050.97
Ottumwa & Kirkville	57.42	216.90	2,601.95	.....	.....	197.10	1,770.41	52.94	640.06	174.12	.....
Sioux City & Pacific	7,207.60	6,077.75	50,836.68	11,363.23	2,520.59	551.65	27,909.01	2,708.43	.....	10,461.75	789.08
Wabash, St. Louis & Pacific	117,771.81	98,839.02	1,410,531.60	244,974.22	56,614.45	40,712 94	668,896.33	169,843.33	103,854.28	344,615.53	88,301.75
NARROW GAUGE ROADS.											
Burlington & Northwestern	546.07	446.81	3,103.62	.....	.....	.....	1,895.87	.....	.....	478.49	25.69
Burlington & Western	356.79	120.62	2,282.07	.....	.....	.....	1,880.08	.....	.....	.....	.....
St. Louis, Des Moines & N.	349.09	474.12	5,159.04	1,604.88	253.40	.....	1,604.89	214.46	725.85	201.46	206.26
Cedar Rapid & Marion St. R'y	32.88	451.18	5,647.08	.....	.....	.....	.....	.....	.....	.....	.....
Total	422,552.55	708,511.16	6,705,627.98	1,435,184.95	251,879.01	181,991.11	2,726,069.42	389,727.05	446,184.13	1,042,815.77	280,957.79

TABLE VIII—CONTINUED.

RAILROADS.	Damages to property and cattle.	Personal injuries.	Agents and station service.	Station supplies.	General Superintendence.	Legal expenses.	Insurance.	Stationery and printing.	Outside agencies and advertising.	Miscellaneous and contingencies.	Total taxes paid.
Burlington, Cedar Rapids & Northern	$ 23,344.03	$ 14,551.00	$ 108,049.61	$ 13,769.30	$ 55,940.54	$ 13,439.64	$ 7,272.52	$ 15,894.13	$ 44,177.41	$ 12,231.16	$ 73,476.65
Central Iowa	2,966.23	5,393.80	36,895.62	8,765.22	31,393.28	7,608.47	3,099.12	10,882.12	3,872.44	36,374.59	34,240.07
Chicago, Burlington & Quincy	.....	49,115.42	.....	271,318.07	205,649.98	25,688.45	20.52	33,873.22	56,446.79	348,322.91	166,509.25
Chicago, Burlington & K. C.	4,941.59	4,000.00	8,777.65	3,000.00	14,201.28	1,756.50	.....	.....	606.62	12,000.00	5,944.76
Kansas City, St. Jo. & C. B.	11,605.58	4,087.38	197,570.74	.....	76,549.60	10,176.58	3,506.21	5,866.36	12,421.16	35,186.46	.....
St. Louis, Keokuk & N. W.	8,132.86	6,000.00	37,366.33	10,000.00	14,587.28	3,648.04	.....	.....	2,020.01	10,186.81	12,552.26
Chicago, Milwaukee & St. Paul	49,873.25	125,196.05	1,816,374.32	.....	410,137.03	64,832.89	78,406.02	389,871.54	218,497.64	324,808.50	611,649.04
Chicago & Northwestern	34,755.56	115,934.93	1,875,321.77	101,366.95	152,831.17	63,505.88	953.03	111,255.79	220,337.34	129,701.09	626,807.78
Chicago, Rock Island & Pacific	30,319.48	46,241.25	870,641.75	90,803.68	197,882.83	43,242.90	.....	67,973.22	361,558.80	76,605.98	358,262.51
Chicago, St. Paul, Minneapolis & O.	9,904.91	21,250.30	323,916.57	18,961.76	152,537.22	20,135.25	12,663.81	33,968.16	35,875.90	46,885.18	185,722.69
Crooked Creek	25.00	.....	900.00	24.50	1,200.00	.....	.....	26.50	.....	.....	539.77
Des Moines & Fort Dodge	4,014.83	373.95	22,145.26	1,214.26	20,545.77	934.95	805.61	3,509.66	813.96	4,407.64	14,949.37
Dubuque & Dakota	820.48	213.79	6,388.60	.....	3,810.22	.....	.....	374.96	.....	827.37	3,753.88
Humeston & Shenandoah	1,659.95	202.50	7,870.42	2,620.04	7,980.17	300.00	15.00	.....	.....	762.12	1,301.74
Illinois Central	5,902.76	3,824.25	90,302.64	11,605.12	55,106.98	16,502.21	5,700.73	.....	10,931.55	28,525.93	66,700.03
Minneapolis & St. Louis	7,845.82	10,944.37	145,662.34	.....	63,264.26	6,579.94	4,520.34	3,423.34	21,120.53	20,547.89	49,743.65
Ottumwa & Kirkville	84.40	225.00	921.74	15.81	3,152.70	.....	331.75	.....	.....	.....	282.65
Sioux City & Pacific	3,345.11	4,201.85	48,528.01	6,939.91	33,777.02	5,918.77	5,800.26	7,858.81	5,914.79	81,008.63	51,976.01
Wabash, St. Louis & Pacific	127,575.37	106,061.01	1,270,886.52	47,624.64	818,007.33	77,618.63	22,351.90	110,469.05	266,411.38	562,404.08	103,868.11
NARROW GAUGE ROADS.											
Burlington & Northwestern	636.59	60.45	3,090.53	.....	3,619.49	246.54	93.75	488.12	.....	954.79	159.21
Burlington & Western	586.74	44.85	1,663.45	.....	503.22	.....	50.00	.....	.....	258.32	.....
St. Louis, Des Moines & Northern	135.00	158.85	7,259.12	292.35	4,021.96	310.45	1,796.09	609.66	115.80	26,109.85	520.34
Cedar Rapids & Marion Street R'y	.....	609.65	.....	1,379.38	1,176.99	.....	45.00	202.86	.....	427.36	222.29
Total	228,475.54	518,690.55	6,880,532.99	589,700.99	2,327,876.32	362,446.09	147,431.66	796,547.50	1,261,122.12	1,758,536.66	2,369,182.06

TABLE IX.

OPERATING EXPENSES COMPARED WITH EARNINGS.

RAILROADS.	Miles.	OPERATING EXPENSES. Total.	OPERATING EXPENSES. Per mile of road.	OPERATING EXPENSES. Per train mile.	EARNINGS. Total.	EARNINGS. Per mile of road.	EARNINGS. Per train mile.	DIFFERENCE. Earnings above expenses.	DIFFERENCE. Expenses above earnings.	Percentage of expenses to earnings.	Percentage of net earnings to capital stock and debt.	Percentage of net earnings to cost of road and equipment.
Burlington, Cedar Rapids & Northern	713.87	$ 1,966,275.92	$2,883.10	.7945	$ 2,850,853.66	$4,091.11	1.127	$ 884,577.74	$	68.97	2.25	2.52
Central Iowa	415.58	795,449.91	1,914.05	.87	1,230,060.48	2,838.03	1.291	434,610.57	.....	64.66	2.94	2.63
Chicago, Burlington & Quincy	818.53	4,020,637.33	4,912.02	.96	6,508,849.19	7,879.99	1.56	2,488,211.86	.....	61.77	.....	.....
Chicago, Burlington & Kansas City	191.50	249,412.37	1,302 31	.....	244,368.21	1,276.08	.....	.....	5,044.16	102.06	.....	.....
Kansas City, St. Jo & Council Bluffs	312.49	1,187,606.06	3,800.34	1.04	2,014,111.33	6,192.93	1.70	826,505.27	.....	58.90	3.60	3.40
St. Louis, Keokuk & Northwestern	185.81	443,129.93	3,258 07	.....	462,704 39	3,401 98	.....	19,574.46	.....	95.77	.....	.....
Chicago, Milwaukee & St. Paul	4,514.22	13,323,984.83	3,004.96	.96	21,938,434.07	4,947.77	1.59	8,614,449.24	.....	61.00	6.72	6.54
Chicago & Northwestern	3,584.10	14,309,584.66	4,101.64	.9605	24,251,339.74	6,882.40	1.6115	9,941,755.08	.....	59.00	7.15	7.24
Chicago, Rock Island & Pacific	1,380.42	6,954,437.55	5,037 91	.94	12,142,930.02	8,369.24	1.55	5,188,492.47	.....	57.27	6.40	6.50
Chicago, St. Paul, Minneapolis & Omaha	1,142.30	3,582,779.78	3,294.24	1.134	5,428,534.68	4,676.00	1.6096	1,845,754.90	.....	70.45	1.59	1.63
Crooked Creek	8.50	13,801.17	1,623.66	.....	8,204.47	965.23	.....	.....	5,596.70	168.22	.....	.....
Des Moines & Fort Dodge	142.90	232,344 69	1,625.92	1.04	315,056.88	2,170.94	1.39	82,712.19	.....	70.00	1.23	1.20
Dubuque & Dakota	63.20	50,772.90	818.96	.....	72,201.87	1,142.42	.....	21,428.97	.....	70.31	.....	.....
Humeston & Shenandoah	112.52	116,377.39	1,034.22	.75	143,879.63	1,278.62	0.93	27,502.24	.....	80.88	.41	1.88
Illinois Central	402.16	1,112,639.55	2,766.65	.81	1,962,095.07	4,882.15	1.41	849,456.52	.....	57.00	.....	.....
Minneapolis & St. Louis	355.00	1,320,423 23	3,143.56	.97	1,650,357.17	3,929.42	1.207	329,933.94	.....	80.00	.....	.....
Ottumwa & Kirkville	12.00	12,449.34	1,037.61	1.245	25,815.55	2,111.07	2.53	13,366.21	.....	44.00	3.00	9.00
Prairie du Chien & McGregor	2.00	66,668.87	33,334.44	.....	56,251.00	28,125 50	.....	.....	10,417.87	118.50	.....	.....
Sioux City & Pacific	418.54	827,947.13	2,010.00	1.5706	1,061,861.02	2,510.54	1.9617	233,913.89	.....	77.97	2.94	4.28
Wabash, St. Louis & Pacific	3,482.40	11,996,385.70	3,444.86	.83	17,232,981.89	4,948.59	1.198	5,236,596.19	.....	69.61	4.00	4.50
NARROW GAUGE ROADS.												
Burlington & Northwestern	52.30	32,442.25	620.31	.7457	40,571.18	724.71	.8674	8,128.93	.....	79.96	.....	.....
Burlington & Western	81.20	17,032.88	209.76	.3655	17,400.29	370.00	.3456	367.41	.....	97.88	.....	.19
Des Moines, Osceola & Southern	85 00	48,906.18	575.38	.....	62,608.09	736.57	.....	13,701.91	.....	.....	.....	.....
St. Louis, Des Moines & Northern	42.36	77,577.91	1,847.00	.....	52,708.28	1,254.96	.....	.....	24,869.63	147.00	.....	.....
Cedar Rapids & Marion Street Railway	8.00	20,601.33	2,575.17	.....	19,543.87	2,442.98	.....	.....	1,057.46	105.62	.....	.....
Total	18,526.90	62,770,667.86	3,388.57	.....	99,703,722.03	5,386.42	.....	37,061,039.99	46,985.82	.....	.....	.....

TABLE X.

OPERATING EXPENSES, INTEREST, AND RENTAL COMPARED WITH INCOME.

RAILROADS.	Miles.	Total income.	Total operating expenses.	INTEREST AND RENTAL. Paid.	INTEREST AND RENTAL. Unpaid.	Total operating expenses, interest, and rental.	Excess of income over operating expenses, interest, and rental.	Excess of operating expenses, interest, and rental over income.	FOR IOWA. Excess of income over operating expenses, interest, and rental	FOR IOWA. Excess of operating expenses, interest, and rental over income.
Burlington, Cedar Rapids & Northern	713.87	$ 2,850,853.66	1,966,275.92	$ 521,130.00	$.....	2,487,405.92	$ 363,447.74	$.....	$ 295,399.12	$.....
Central Iowa	415.58	1,230,060.48	795,449.91	362,195.00	.....	1,157,644.91	72,415.57	.....	72,415.57	.....
Chicago, Burlington & Quincy	818.53	6,508,849.19	4,020,637.33	.....	.....	4,020,637.33	2,488,211.86	.....	2,488,211.86	.....
Chicago, Burlington & Kansas City	191.50	244,368.21	249,412.37	.....	.....	249,412.37	.....	5,044.16	.....	2,994.62
Kansas City, St. Jo & Council Bluffs	312.49	2,014,111.33	1,187,606.06	404,197.50	.....	1,591,803.56	422,307.77	.....	39,693.93	.....
St. Louis, Keokuk & Northwestern	185.81	462,704.39	443,129.93	.....	.....	443,129.93	19,574.46	.....	6,000.00	.....
Chicago, Milwaukee & St. Paul	4,514.22	22,473,244.93	13,323,984.83	5,039,445.03	.....	18,363,429.86	4,109,815.07	.....	42,594.07	.....
Chicago & Northwestern	3,584.10	24,251,339.74	14,309,584.66	6,019,960.30	.....	20,329,544.96	3,921,794.78	.....	372,938.87	.....
Chicago, Rock Island & Pacific	1,380.42	12,672,930.02	6,954,437.55	1,401,958.14	.....	8,356,395.69	4,316,534.33	.....	2,504,619.36	.....
Chicago, St. Paul, Minneapolis & Omaha	1,142.30	5,428,534.68	3,582,779.78	1,055,113.04	.....	4,637,892.82	790,641.86	.....	52,709.45	.....
Crooked Creek	8.50	8,204.47	13,801.17	1,450.00	.....	15,251.17	.....	7,046.70	.....	7,046.70
Des Moines & Ft. Dodge	142.90	332,739.05	232,344.69	166,954.75	.....	399,299.44	.....	66,560.39	.....	66,560.39
Dubuque & Dakota	63.20	72,201.87	50,772.90	37,800.00	.....	88,572.90	.....	16,371.03	.....	16,371.03
Humeston & Shenandoah	112.52	143,879.63	116,377.39	102,490.96	.....	218,868.35	.....	74,988.72	.....	74,988.72
Illinois Central	402.16	1,962,095.07	1,112,638.55	770,784.24	.....	1,883,422.79	78,672.28	.....	78,672.28	.....
Minneapolis & St. Louis	355.90	1,650,357.17	1,320,423.23	437,757.94	.....	1,758,181.17	.....	107,824.00	.....	43,129.60
Ottumwa & Kirkville	12.00	35,838.05	12,451.34	14,360.31	.....	26,811.65	9,026.40	.....	9,026.40	.....
Prairie du Chien & McGregor	2.00	56,251.00	66,668.87	.....	.....	66,668.87	.....	10,417.87	.....	2,604.46
Sioux City & Pacific	418.54	1,067,974.69	827,947.13	290,875.24	97,699.20	1,216,521.57	.....	148,546.88	.....	118,181.64
Wabash, St. Louis & Pacific	3,482.40	17,232,981.89	11,996,385.70	5,750,228.29	.....	17,746,613.99	.....	513,632.10	.....	57,403.57
NARROW GAUGE ROADS.										
Burlington & Northwestern	52.30	40,571.18	32,442.25	15,375.53	6,704.00	54,521.78	.....	13,950.60	.....	13,950.60
Burlington & Western	81.20	20,770.99	17,032.88	2,668.75	.....	19,701.63	1,069.36	.....	1,069.36	.....
Des Moines, Osceola & Southern	85.00	62,608.09	48,906.18	28,350.00	.....	77,256.18	.....	14,648.09	.....	14,648.09
St. Louis, Des Moines & Northern	42.36	52,708.28	77,577.91	.....	18,180.00	95,757.91	.....	43,049.63	.....	43,049.63
Cedar Rapids & Marion Street Railway	8.00	19,543.87	20,728.59	.....	.....	20,728.59	.....	1,184.72	.....	1,184.72
Total	18,526.90	100,895,721.93	62,779,797.12	22,423,095.02	122,583.20	85,325,475.34	16,593,511.48	1,023,264.89	5,963,350.27	462,113.77

TABLE XI.

INTEREST AND DIVIDENDS COMPARED WITH INCOME.

RAILROADS.	Miles operated.	Net income.	Interest on funded debt.	Interest on unfunded debt.	Dividends.	Surplus at the beginning of the year.	Surplus at the close of the year.	Deficit at the beginning of the year.	Deficit at the close of the year.	Amount property accounts have been increased during the year.
Burlington, Cedar Rapids & Northern	713.87	$ 884,577.74	$ 521,130.00	$.....	$.....	$ 442,923.57	$ 806,371.31	$.....	$.....	$ 585,495.86
Central Iowa	4 5.58	434,610.57	313,000.00	49,195.00	.....	366,275.16	438,690.73	.....	.....	83,199.93
Chicago, Burlington & Quincy	4,367.77	12,052,870.12	3,972,210.28	.....	5,437,216.40	1,173,769.41	3,817,212.85	.....	.....	794,282.77
Chicago, Burlington & Kansas City	191.50	.....	.....	.....	.....	.....	.....	.....	5,044.16	.....
Kansas City, St. Jo. & Council Bluffs	312.49	866,342.60	404,197.50	.....	.....	574,342.90	1,036,488.00	.....	.....	134,061.99
St. Louis, Keokuk & Northwestern	185.81	19,574.46	.....	.....	.....	.....	19,574.46	.....	.....	.....
Chicago, Milwaukee & St. Paul	4,514.22	9,149,260.10	5,039,445.63	.....	6,346,126.08	5,831,974.02	3,595,663.01	.....	.....	13,258,062.68
Chicago & Northwestern	3,584.10	8,363,702.15	4,343,787.37	98,120.00	2,890,336.52	7,648,192.41	8,679,650.67	.....	.....	5,356,409.63
Chicago, Rock Island & Pacific	1,380 42	5,266,534.33	950,000.00	.....	2,937,186.00	1,663,803.76	3,043,152.09	.....	.....	666,913.54
Chicago, St. Paul, Minneapolis & Omaha	1,142.30	1,815,077.60	1,024,435.74	.....	753,016 25	654,497.73	692,123.34	.....	.....	4,430,060.04
Crooked Creek	8.50	.....	.....	1,450.00	†4,146.70	.....	.....	4,098.16	9,694.86	885 00
Des Moines & Fort Dodge	142.90	96,894.48	163,454.87	.....	.....	525,827.08	459,266.69	.....	.....	2,345,256.17
Dubuque & Dakota	63.20	21,428.97	37,800.00	.....	.....	.....	.....	2,966.69	19,337.72	13,349.65
Humeston & Shenandoah	112.52	27,502.24	102,490.96	.....	.....	326.54	.....	.....	74,662.18	2,539,402.63
Illinois Central	402.16	849,456.52	.....	*770,784.24	.....	.....	78,672.28	.....	.....	.....
Minneapolis & St. Louis	355.00	329,933.94	431,730.00	6,027.94	.....	.....	.....	210,747.48	318,571.48	1,432,016.26
Ottumwa & Kirkville	12.00	16,160.93	6,690.00	444.53	.....	.....	9,026.40	.....	.....	289,481.92
Prairie du Chien & McGregor	2.00	.....	.....	.....	.....	.....	.....	.....	†10,417.87	.....
Sioux City & Pacific	418.54	101,724.33	238,441.21	.....	11,830.00	.....	.....	1,467,967.80	1,616,514.68	33,238.28
Wabash, St. Louis & Pacific	3,482.40	3,998,238.54	3,635,230.74	876,639.90	.....	.....	.....	2,918,497.53	3,432,129.63	8,509,175.48
NARROW GAUGE ROADS.										
Burlington & Northwestern	52.30	2,763.88	15,104.00	1,610.48	.....	.....	.....	.....	13,950.60	772.98
Burlington & Western	81.20	1,069.36	.....	.....	.....	.....	1,069.36	.....	.....	235,039.62
Des Moines, Osceola & Southern	85.00	13,701.91	28,350.00	.....	.....	.....	.....	.....	14,648.09	789,600.00
St. Louis, Des Moines & Northern	42.36	.....	18,180.00	†24,869.63	.....	.....	.....	.....	43,049.63	.....
Cedar Rapids & Marion Street Railway	8.00	.....	.....	127.26	†1,057.46	1,605.88	421.16	.....	.....	.....
Total	22,076.14	44,311,424.77	21,245,677.70	1,829,268.98	18,380,915.41	18,883,538.46	22,677,382.35	4,604,277.66	5,558,020.90	41,496,704.43

* Rental.
† Loss on operation for year.

TABLE XII.

COMPARATIVE TABLE OF EARNINGS FOR THE YEARS ENDING JUNE 30. 1881, 1882 AND 1883.

RAILROADS.	1881.				1882.				1883.			
	Miles.	Total earnings.	Per mile of road.	Per train-mile.	Miles.	Total earnings.	Per mile of road.	Per train-mile.	Miles.	Total earnings.	Per mile of road.	Per train-mile.
Burlington, Cedar Rapids & N.	563.70	$ 2,068,168.23	$ 3,984.85	1.334	596.00	$ 2,553,405.34	$ 4,284.23	1.2429	713.87	$ 2,850,853.66	$ 4,091.11	1.127
Central Iowa	230.86	938,182.29	4,063.86	1.6111	292.66	1,170,880.69	3,834.97	1.539	415.58	1,230,060.48	2,838.03	1.291
Chicago, Burlington & Quincy	745.98	6,155,085.37	7,795.40	1.53	800.14	6,226,562.18	7,721.82	1.4862	818.53	6,506,849.19	7,879.99	1.56
Chicago, Burlington & K. C.	181.00	267,798.70	1,475.87	1.225	181.00	247,647.87	1,368.22	.....	191.50	244,368.21	1,276.08	.....
Kansas City, St. Jo. & C. B.	312.46	1,559,825.92	4,946.36	1.466	312.50	1,803,506.94	5,533.24	1.66	312.49	2,014,111.33	6,192.93	1.70
St. Louis, Keokuk & N.	.....	.....	.....	.....	183.00	355,170.30	1,924.63	.....	185.81	462,704.39	3,401.98	.....
Chicago, Milwaukee & St. Paul	3,786.17	14,757,455.41	4,235.31	1.61	4,026.00	19,043,890.17	4,663.64	1.61	4,514.22	21,938,434.07	4,947.77	1.59
Chicago & Northwestern	2,807.85	19,969,335.42	7,484.87	1.8522	3,072.77	23,421,732.00	7,559.58	1.9456	3,584.10	24,251,339.74	6,882.40	1.6115
Chicago, Rock Island & Pacific	1,353 85	12,743,973 90	9,413.13	1.6340	1,380.42	12,932,682.45	9,096.23	1.69	1,380.42	12,142,930.02	8,369.24	1.55
Chicago, St. Paul, M. & O.	629.43	1,737,320.44	2,117.10	1.40	1,004.82	4,567,052.55	4,545.14	1.5815	1,142.30	5,428,534.68	4,676'00	1.6096
Crooked Creek	8.50	9,669.63	1,137.60	.....	8.50	10,826.19	1,273.67	1.054	8.50	8,204.47	965.23	.....
Des Moines & Fort Dodge	87.20	345,365.00	3,969.71	2.03	88.10	417,897.95	4,743.45	2.086	142.90	315,056.88	2,170.94	1.39
Dubuque & Dakota	63.20	58,286.38	925.18	.....	63.20	82,458.57	1,304.57	1.57	63.20	72,201.87	1,142.42	.....
Humeston & Shenandoah	.....	.....	.....	.....	.....	.....	.....	.....	112.52	143,879.63	1,278.62	.93
Illinois Central	402.16	1,759,646.82	4,374.00	1.423	402.16	1,978,574.22	4,870.74	1.54	402.16	1,962,095.07	4,832.15	1.41
Minneapolis & St. Louis	.....	.....	.....	.....	350.50	1,453,878.48	4,148.01	1.266	355.00	1,650,357.17	3,929.42	1.207
Ottumwa & Kirkville	.....	.....	.....	.....	.....	.....	.....	.....	12.00	25,815.55	2,111.07	2.53
Prairie du Chien & McGregor	.....	.....	.....	.....	.....	.....	.....	.....	2.00	56,251.00	28,125.50	.....
Sioux City & Pacific	264.13	628,236.14	2,569.68	1.7662	313.39	754,076.21	2,372.23	1.6023	418.54	1,061,861.02	2,510.54	1.9617
Wabash, St. Louis & Pacific	2,558.88	13,441,104.78	5,218.59	.....	3,396.00	15,644,371.45	4,606.71	1.218	3,482.40	17,232,981.89	4,948.59	1.198
NARROW GAUGE ROADS.												
Burlington & Northwestern	52.50	70,159.18	1,828.49	8.34	52.30	60,620.70	1,159.09	.7604	52.30	40,571.18	724.71	.8674
Burlington & Western	.....	.....	.....	.....	.....	.....	.....	.....	81.20	17,400.29	370.00	.3456
Des Moines, Osceola & S.	.....	.....	.....	.....	.....	.....	.....	.....	85.00	62,608.09	736.57	.....
Ft. Madison Northwestern	12.00	11,358.47	946.53	.....	16.00	20,175.42	1,260.96	1.71	.....	.....	.....	.....
St. Louis, Des Moines & N.	.....	.....	.....	.....	.....	.....	.....	.....	42.36	52,708.28	1,254.96	.....
Cedar Rapids & Marion St. R'y	5.00	10,078.91	2,015.78	.....	5.00	13,796.54	2,759.31	.....	8.00	19,543.87	2,442.98	.....
Total	14,064.87	76,530,450.99	5,083.73	.....	16,544.46	92,759,206.22	5,606.66	.....	18,526.90	99,793,722.03	5,386.42	.....

TABLE XIII.

COMPARATIVE TABLE OF OPERATING EXPENSES FOR YEARS JUNE 30, 1881, 1882 AND 1883.

RAILROADS.	1881.				1882.				1883.			
	Miles.	Total operating expenses.	Per mile of road.	Per train mile.	Miles.	Total operating expenses.	Per mile of road.	Per train mile.	Miles.	Total operating expenses.	Per mile of road.	Per train mile.
Burlington, Cedar Rapids & Northern..	$ 563.70	$ 1,465,933.43	$2,760.70	.888	$ 596.00	$ 1,739,276.49	$2,918.25	.848	$ 713.87	$ 1,966,275.92	$2,883.10	.7945
Central Iowa	230.86	800,134.49	3,465.88	1.374	292.66	738,120.69	2,522.07	1.012	415.58	795,449.91	1,914.05	.87
Chicago, Burlington & Quincy	745.98	3,319,912.59	4,642.15	.917	800.14	4,162,255.84	5,201.89	.99	818.53	4,020,637.33	4,912.02	.96
Chicago, Burlington & Kansas City.	181.00	274,242.72	1,514.30	1.259	181.00	265,994.98	1,469.58	.....	191.50	249,412.37	1,302.31	.....
Kansas City, St. Jo. & Council Bluffs	312.46	1,101,247.42	3,492.14	.94	312.50	1,243,794.51	3,980.14	1.19	312.49	1,187,606.06	3,800.34	1.04
St. Louis, Keokuk & Northwestern..	.....	.....	.....	.....	183.00	418,184.10	2,285.16	.....	185.81	443,129.93	3,258.07	.....
Chicago, Milwaukee & St. Paul	3,786.17	9,355,786.39	2,445.63	1.03	4,026.00	10,601,541.11	2,633.27	.91	4,514.22	13,323,984.83	3,004.96	.96
Chicago & Northwestern	2,807.85	10,641,493.54	3,988.62	.987	3,072.77	12,680,503.54	4,126.73	1.062	3,584.10	14,309,584.66	4,101.64	.9605
Chicago, Rock Island & Pacific	1,353.85	6,395,873.83	4,724.21	.88	1,380.42	7,608,303.70	5,511.27	1.02	1,380.42	6,954,437.55	5,037.91	.94
Chicago, St. Paul, Minneapolis & Omaha	629.43	1,384,215.25	1,762.36	1.18	1,004.82	2,846,752.80	2,833.10	.986	1,142.30	3,582,779.78	3,294.24	1.134
Crooked Creek	8.50	12,750.80	1,500.10	.....	8.50	10,476.75	1,232.56	1.02	8.50	13,801.17	1,623 66	.....
Des Moines & Fort Dodge	87.20	355,405.42	2,935.70	1.50	88.10	256,715.36	2,913.88	1.28	142.90	232,344.69	1,625.92	1.04
Dubuque & Dakota	63.20	45,238.71	715.80	.....	63.20	47,625.26	753.57	.896	63.20	50,772.90	818.90	.....
Humeston & Shenandoah	.....	.....	.....	.....	.....	.....	.....	.....	112.52	116,377.39	1,034.22	.75
Illinois Central	402.16	1,021,844.61	4,039.95	1.30	402.16	1,043,619.35	2,595.04	.82	402.16	1,112,638.55	2,766.65	.81
Minneapolis & St. Louis	.....	.....	.....	.....	350.50	1,175,406.20	3,353.51	.745	355.00	1,320,423.23	3,143.56	.97
Ottumwa & Kirkville	.....	.....	.....	.....	.....	.....	.....	.....	12.00	12,451.34	1,037.61	1.245
Prairie du Chien & McGregor	.....	.....	.....	.....	.....	.....	.....	.....	2 00	66,668.87	33,334.44	.....
Sioux City & Pacific	264.13	494,395.19	2,022.23	1.39	313.39	716,358.55	2,285.83	1.544	418.54	827,947.13	2,010.00	1.5706
Wabash, St. Louis & Pacific	2,558.88	9,419,490.10	3,203.09	.....	3,396.00	13,159,854.66	3,895.10	1.025	3,482.40	11,996,385.70	3,444.86	.838
NARROW GAUGE ROADS.												
Burlington & Northwestern	52.50	39,965.81	1,041.59	6.83	52.30	41,556.30	794.57	.521	52.30	32,442.25	620.31	.7457
Burlington & Western	.....	.....	.....	.....	.....	.....	.....	.....	81.20	17.032.88	209.76	.3655
Des Moines, Osceola & Southern	.....	.....	.....	.....	.....	.....	.....	.....	85.00	48,906.18	575.38	.....
Ft. Madison & Northwestern	12.00	7,851.74	644.31	.....	16.00	8,313.34	519.58	.830	.....	.....	.....	.....
St. Louis, Des Moines & Northern	.....	.....	.....	.....	.....	.....	.....	.....	42.36	77,577.91	1,847.00	.....
Cedar Rapids & Marion Street Railway.	5.00	8,063.18	1,612.64	.....	5.00	11,821.00	2,384.20	.....	8.00	20,601.33	2,575.17	.....
Total	14,064.87	46,043,845.22	3,346.87	.....	16,544.46	58,776,474.53	3,552.64	.....	18,526.90	62,779,667.86	3,388.57	.....

TABLE XIV.
TRACK IN IOWA—MILES.

RAILROADS.	Road owned.	Road leased.	Total.	Double track.	Sidings.	Length of track computed as a single track.	Steel rails.	Iron rails.	Gauge.
Burlington, Cedar Rapids & Northern	687.89	.....	687.89	.....	68.22	687.89	416.26	271.63	4.8½
Central Iowa	410.52	.....	410.52	.....	47.08	410.52	123.05	287.47	4.8½
Chicago, Burlington & Quincy	730.70	.....	730.70	43.06	175.41	773.76	417.94	355.82	4.8½
Chicago, Burlington & Kansas City	77.65	.....	77.65	.....	4.87	77.65	34.18	43.47	4.8½
Kansas City, St. Jo & Council Bluffs	58.35	.....	58.35	.....	8.65	58.35	42.00	16.35	4.8½
St. Louis, Keokuk & Northwestern	52.82	.....	52.82	.....	3.39	52.82	2.85	49.97	4.8½
Chicago, Iowa & Dakota	6.00	.....	6.00	.....	.25	6.00	6.00	.....	4.8½
Chicago, Milwaukee & St. Paul	1,319.66	.....	1,319.66	.....	158.09	1,319.66	559.80	759.86	3. / 4.8½
Chicago & Northwestern	503.46	.....	503.46	.....	128.42	503.46	422.49	80.97	4.8½
Chicago, Iowa & Nebraska	.....	81.84	81.84	.....	.....	81.84	81.84	.....	4.8½
Cedar Rapids & Missouri River	.....	274.01	274.01	.....	.....	274.01	274.01	.....	4.8½
Des Moines & Minneapolis	.....	57.34	57.34	.....	.....	57.34	57.34	.....	4.8½
Maple River	.....	118.01	118.01	.....	.....	118.01	45.10	72.91	4.8½
Chicago, Rock Island & Pacific	755.40	.....	755.40	4.00	141.42	759.40	627.60	294.00	4.8½
Keokuk & Des Moines	.....	162.20	162.20	.....	.....	162.20	.....	.....	4.8½
Chicago, St. Paul, Minneapolis & Omaha	76.86	.....	76.86	.....	15.60	76.86	59.42	17.44	4.8½
Crooked Creek	8.50	.....	8.50	.....	.50	8.50	.50	8.00	4.8½
Des Moines & Fort Dodge	137.83	.....	137.83	.....	24.30	137.83	85.30	52.53	4.8½
Dubuque & Dakota	63.20	.....	63.20	.....	3.30	63.20	31.16	32.04	4.8½
Humeston & Shenandoah	112.53	.....	112.53	.....	7.20	112.53	.....	112.53	4.8½
Illinois Central	.....	.....	402.16	.....	43.34	402.16	100.94	301.22	4.8½
Cedar Falls & Minnesota	.....	75.58	.....	.....	.....	.....	.....	.....	.....
Dubuque & Sioux City	.....	142.89	.....	.....	.....	.....	.....	.....	.....
Iowa Falls & Sioux City	.....	183.69	.....	.....	.....	.....	.....	.....	.....
Minneapolis & St. Louis	141.00	.....	141.00	.....	.....	141.00	.....	141.00	4.8½
Ottumwa & Kirkville	5.00	.....	5.00	.....	.50	5.00	.....	5.00	4.8½
Prairie du Chien & McGregor	.25	.....	.25	.....	.....	.25	.25	.....	4.8½
Sioux City & Pacific	80.47	.....	80.47	.....	11.21	80.47	.....	80.47	4.8½
Wabash, St. Louis & Pacific	340.50	43.40	383.90	.....	23.40	383.90	120.90	263.00	3. / 4.8½
Wisconsin, Iowa & Nebraska	52.00	.....	52.00	.....	.....	52.00	52.00	.....	4.8½
NARROW GAUGE ROADS.									
Burlington & Northwestern	38.77	.....	38.77	.....	3.48	38.77	.....	38.77	3.
Burlington & Western	47.20	.....	47.20	.....	2.20	47.20	.....	47.20	3.
Des Moines, Osceola & Southern	85.00	.....	85.00	.....	3.50	85.00	.....	85.00	3.
Ft. Madison & Northwestern	41.00	.....	41.00	.....	.80	41.00	.....	41.00	3.
St. Louis, Des Moines & Northern	35.43	.....	35.43	.....	2.03	35.43	.....	35.43	3.
Cedar Rapids & Marion Street Railway	8.00	.....	8.00	.....	.....	8.00	.....	8.00	4.8½
Total	5,875.99	1,138.96	7,014.95	47.06	877.16	7,062.01	3,560.93	3,501.08	

TABLE XV.

ROAD-BED AND TRACK.

RAILROADS.	TRACK SECTIONS.			TIES.		RAILS.					FENCING.					TELEGRAPH.		
	Number in Iowa.	Average length.	Number of men in each.	Number of new laid during year in Iowa.	Average years ties last in track.	Tons of new iron laid during year in Iowa.	Tons of new steel laid during year in Iowa.	Miles of new rails laid during year in Iowa.	Average years iron rails last in track.	Average years steel rails last in track.	Miles of road fenced in Iowa.	Total cost of fences built in Iowa.	Average cost per rod.	Miles built during year.	Miles needed to fence track.	Number of stations in Iowa.	Miles owned by Railroad Co.	Miles owned by Western Union Telegraph Company.
Burlington, Cedar Rapids & Northern	116	5.35	5.20	140,580	6.	.....	2,252	27	4	8	390	$124,713.60	$1.00	66	298	98	.....	692
Central Iowa	55	7.40	5.50	85,423	8.	.....	1,505	17	10	.....	200	17,600.00	.55	50	360	63	.....	410
Chicago, Burlington & Quincy	159	5.	4.	179,468	8.	.....	3,165	30	.....	6	986	.....	1.00	81	308	117	728	.....
Chicago, Burlington & Kansas City	13	6.	3.	23,577	8.	.....	270	3	10	12	27	7,468 80	.90	5	.....	18	82	103
Kansas City, St. Jo & Council Bluffs	10	5.	6.	8,317	8.	.....	546	6	10	.....	26	14,077.00	1.65	....	26	11	.....	52
St. Louis, Keokuk & Northwestern	9	5.87	4.	6,174	8.	.....	.....	.....	10	12	30	8,755.20	.90	5	.....	7	.....	53
Chicago, Milwaukee & St. Paul	220	6.	5.6	430,546	8.	1,193	7,146	94	8	10	.....	.....	.....	.....	.....	180	708	3,806
Chicago & Northwestern	223	5.	6.	.....	.....	.....	.....	.....	.....	.....	1,253	.....	.....	59	.....	148	.....	1,022
Chicago, Rock Island & Pacific	162	5.50	6.	270,899	7.	.....	3,000	31	7	12	1,356	.....	1.20	17	78	83	.....	918
Chicago, St. Paul, Minneapolis & Omaha	14	6.	4.	33,072	4.	.....	.....	.....	5	10	45	.....	.70	35	118	12	50	51
Crooked Creek	1	8.50	5.	2,828	.....	.....	46	½	.....	.....	.....	.....	.....	.....	10	.....	.....	.....
Des Moines & Fort Dodge	23	5.	4.	108,000	7.	4,070	2,358	79	12	.....	76	16,523.77	1.36	67	199	22	.....	143
Dubuque & Dakota	7	9.	4.	.....	.....	.....	.....	.....	.....	.....	8	.....	.....	.....	110	10	64	.....
Humeston & Shenandoah	19	5.90	4.5	.....	.....	.....	.....	.....	.....	.....	21	4,788.80	.73	21	205	15	96	.....
Illinois Central	65	6.	5.	100,310	.....	363	3,079	64	.....	.....	373	.....	.....	28	.....	47	.....	402
Minneapolis & St. Louis	26	5.	4.	20,606	.....	.....	.....	.....	.....	.....	17	4,624.00	.85	.....	.....	19	.....	355
Ottumwa & Kirkville	1	5.	4.	.....	.....	.....	.....	.....	.....	.....	1	480.00	.75	1	8	2	13	.....
Sioux City & Pacific	12	6.7	7.	42,735	7.	1,090	.....	11	14	.....	117	22,140.57	.50	60	44	11	.....	107
NARROW GAUGE ROADS.																		
Burlington & Northwestern	6	6.	2.8	5,000	.....	.....	.....	.....	.....	.....	5	762.32	.....	....	67	7	.....	39
Burlington & Western	8	6.	3.8	.....	.....	.....	.....	.....	.....	.....	3	1,237.16	.97	....	91	.....	.....	.....
Des Moines, Osceola & Southern	11	8.	5.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	....	170	10	85	.....
St. Louis, Des Moines & Northern	8	5.25	4.	.....	.....	.....	.....	.....	.....	.....	2	512.00	.80	....	80	7	42	.....
Cedar Rapids & Marion Street Railway	1	8.	4.	1,350	.....	.....	.....	.....	.....	.....	.....	.....	.....	....	.....	.....	.....	.....
Total	1,169	.....	.....	1,458,885	.....	6,716	23,387	362	9	10	4,936	223,683.22	.....	495	2,172	887	1,868	8,153

TABLE XVI.

MILEAGE TRAFFIC.

RAILROADS.	PASSENGER TRAINS.			FREIGHT TRAINS.			Switching trains, miles run.	Construction and other trains, miles run.	Total train mileage.	Number of passengers carried.	Number of passengers carried one mile.	Average distance traveled.	Average amount paid by each passenger.	PASSENGER FARE PER MILE.			SPEED OF TRAINS IN IOWA.	
	Miles run by.	Average number of cars.	Average weight in tons.	Miles run by.	Average number of cars.	Average weight in tons.								Highest.	Lowest.	Average.	Passenger.	Freight.
Burlington, C. R. & N.	803,755	4.	96	1,671,069	18.	250	205,846	50,295	2,730,965	606,236	27,006,895	42.01	$ 1.09	3.50	3.	2.63	25	11
Central Iowa	211,206	3.75	67	702,387	13.46	120	.....	53,976	967,569	269,674	7,295,453	27.05	.87	3.50	2.	3.23	25	13
Chicago, Burlington & Q.	1,004,652	5.40	175	3,000,670	19.40	245	.....	130,450	4,135,772	956,862	.....	.....	.....	3.	.....	.....	25	12
Chicago, B. & K. C.	118,370	2.	74	156,530	.....	.....	.....	15,120	290,020	.....	.....	.....	.....	.....	.....	.....	21	9
Kansas C., St. Jo. & C. B.	538,748	3.70	115	597,937	18.50	214	349,407	113,300	1,599,392	384,585	16,746,318	43.54	1.33	4.	2.	3.06	24	10
St. Louis, Keokuk & N.	201,680	3.40	88	177,390	.....	.....	18,250	74,340	471,660	.....	.....	.....	.....	.....	.....	.....	20	10
Chicago, Milwaukee & St. P.	4,879,612	5.	115	8,929,255	22.	242	3,991,440	1,886,408	19,686,715	4,241,638	222,382,326	52.40	1.32	4.	1.25	2.51	21	12
Chicago & Northwestern	4,959,500	4.64	121	9,939,520	23.91	263	4,452,855	1,390,428	20,742,303	8,057,623	253,141,758	31.42	.77	4.	.50	2.45	25	12
Chicago, Rock Island & P.	2,382,431	6.	160	5,044,341	21.	220	1,616,828	649,534	9,693,134	2,766,251	130,485,087	47.	1.21	4.	2.	2.60	24	12
Chicago, St. P., M. & O.	917,193	5.32	106	2,242,392	15.59	140	977,336	751,801	4,888,722	872,878	54,991,339	63.	1.54	4.	1.	2.45	22	10
Crooked Creek	.....	.....	.....	8,100	3.	24	.....	.....	8,100	1,254	10,659	8.50	.30	3.50	3.50	3.50	.....	12
Des Moines & Fort Dodge	104,450	3.	71	118,959	18.	210	.....	.....	223,409	116,967	3,195,482	27.	.76	3.	1.	2.70	23	12
Dubuque & Dakota	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3.	2.	2.75	20	12
Humeston & Shenandoah	36,387	2.	75	117,884	9.58	134	7,960	18,800	181,031	21,945	603,409	27.50	.80	3.	2.	2.91	20	9
Illinois Central	431,423	4.12	140	946,601	11.90	170	171,412	58,924	1,608,360	360,617	19,604,581	54.36	1.61	.....	.....	2.97	22	11
Minneapolis & St. Louis	345,375	3.	.....	926,864	20.	.....	95,070	63,332	1,430,641	280,672	12,635,309	45.	1.13	4.	2.50	3.25	22	12
Ottumwa & Kirkville	.....	.....	.....	10,000	14.	246	.....	.....	10,000	3,892	47,062	12.	.44	3.50	3.50	3.50	.....	12
Sioux City & Pacific	215,150	3.20	113	312,006	15.	203	287,045	15,882	830,083	188,156	9,385,030	49.90	1.63	4.	1.50	3.27	22	11
Wabash, St. Louis & Pacific	5,063,495	4.	80	9,065,908	19.50	235	4,521,963	191,399	18,842,765	4,050,763	159,639,514	.....	.....	.....	.....	2.50	30	12
NARROW GAUGE ROADS.																		
Burlington & Northwestern.	.....	.....	.....	37,441	7.	44	6,129	.....	43,570	19,798	412,257	20.82	.54	3.	1.	2.61	.....	16
Burlington & Western	.....	.....	.....	38,795	7.	44	7,802	.....	46,597	9,730	212,250	21.81	.34	3.	1.	1.55	.....	16
Des Moines, Osceola & S.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	4.	4.	4.	.....	.....
St. Louis, Des Moines & N.	25,562	2.	.....	25,260	5.	.....	16,842	.....	67,664	21,257	432,382	20...	.77	4.	3.	3.70	15	10
Cedar Rapids & M. St. R'y.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.9	3.	1.50	2.	.....	.....
Total	22,238,989	.....	.....	44,069,309	.....	.....	16,726,185	5,463,989	88,498,472	23,230,798	918,227,111	34.90	.91	.....	.....	2.67	.....	.....

TABLE XVII.

FREIGHT TRAFFIC AND CAR MILEAGE.

RAILROADS.	No. of tons of local freight carried.	Total tons of freight carried.	Total tons of freight carried one mile.	No. of miles run by loaded cars east and south.	No. of miles run by loaded cars west and north.	No. of miles run by empty cars east and south.	No. of miles run by empty cars west and north.	Total freight car mileage.	Percentage of empty cars hauled east and south.	Percentage of empty cars hauled west and north.	FREIGHT PER TON PER MILE. Average for local.	Average for all.	Average to and from other roads.	Percentage of freight originating at, and carried to, stations in Iowa, to total freight in Iowa.
Cedar Rapids, Burlington & N.	452,593	1,630,367	142,467,440	5,405,814	11,636,644	6,981,668	841,320	24,865,446	6.70	56.40	1.22	1.22	.....	26.40
Central Iowa	598,425	736,694	7,374,607	856,687	4,839,147	4,557,165	386,734	10,639,733	84.46	7.40	1.10	1.38	3.62	.....
Chicago, Burlington & Quincy	1,282,612	2,385,721	482,710,293	24,224,947	23,203,315	6,535,294	6,978,253	60,941,809	21.24	23.12	.....	1.00	.....	18.30
Chicago, Burlington & K. C.	13,739	44,223	3,814,530	597,648	500,000	242,633	242,000	1,582,281	22	22	.....	.....	.....	.....
Kansas City, St. Jo. & C. B.	209,783	742,122	72,403,571	4,022,498	3,000,000	1,174,696	2,000,000	10,197,194	31	31	2.38	1.87	1.67	20.72
St. Louis, Keokuk & N.	30,856	106,089	9,095,248	1,002,633	1,000,000	310,896	310,000	2,623,529	31	31	.....	.....	.....	.....
Chicago, Milwaukee & St. Paul	4,868,038	5,333,457	1,062,424,983	53,808,527	76,105,278	38,064,061	16,677,291	184,655,157	41	18	1.48	1.43	.93	.....
Chicago & Northwestern	.....	7,846,226	1,190,112,253	66,110,850	72,573,395	27,677,961	22,630,710	188,992,916	29.51	28.45	.....	1.42	.....	.....
Chicago, Rock Island & Pacific	1,623,557	3,103,499	666,580,472	34,152,304	37,744,220	11,841,697	9,143,458	92,881,679	25.75	19.50	1.32	1.18	.97	15.74
Chicago, St. Paul, M. & O.	.....	1,970,171	282,206,271	11,350,315	15,313,852	6,037,677	2,248,898	34,950,742	34.72	12.80	.....	1.26	.....	.....
Crooked Creek	9,005	9,005	76,543	.....	.....	.....	.....	.....	.....	.....	9.75	9.75	9.75	100.00
Des Moines & Fort Dodge	169,661	208,474	8,894,259	321,687	608,687	381,948	77,699	1,390,021	54	11	2	2.36	3.41	80.00
Dubuque & Dakota	45,289	45,289	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Humeston & Shenandoah	32,469	112,612	10,821,305	491,798	470,910	101,212	93,596	1,157,516	17.10	16.50	2.33	1.14	.90	28.80
Illinois Central	309,403	629,145	80,035,200	4,245,000	6,000,637	1,593,000	1,400,094	13,238,731	12	10.60	.....	1.60	1.20	30.00
Minneapolis & St. Louis	429,029	1,009,676	113,686,145	3,092,455	7,457,610	5,110,439	262,084	15,922,588	62.00	3.30	1.40	1.00	.70	29.70
Ottumwa & Kirkville	104,696	104,696	1,256,352	68,520	2,800	1,680	67,200	140,200	2.50	96.00	2.00	2.00	2.00	100.00
Sioux City & Pacific	145,685	394,940	29,669,693	1,433,219	2,173,588	1,276,942	486,463	5,370,112	47.10	18.30	1.97	2.28	2.44	5.40
Wabash, St. Louis & Pacific	.....	5,792,537	1,254,965,026	.....	.....	.....	.....	.....	.....	.....	.....	.95	.....	.....
NARROW GAUGE ROADS.														
Burlington & Northwestern	14,616	14,616	534,648	64,193	20,000	27,000	40,290	151,483	.....	.....	4.64	4.64	4.64	100.00
Burlington & Western	13,637	13,637	648,642	67,000	50,947	28,200	22,014	168,161	19	11	1.95	1.95	1.95	100.00
St. Louis, Des Moines & N.	18,680	18,680	482,893	60,196	55,000	20,000	20,585	155,781	.....	.....	.....	6.40	6.40	100.00
Total	10,371,773	32,251,876	5,420,260,374	211,376,291	262,756,030	111,964,169	63,928,689	650,025,119	.....	.....	.....	1.24	.....	.....

TABLE XVIII.

EQUIPMENT.

RAILROADS.	LOCOMOTIVES.				CARS.									STATIONS.		EMPLOYES		AMOUNT PAID EMPLOYES DURING YEAR.	
	Total number.	Maximum weight.	Average weight.	Equipped with train brake.	Passenger cars.	Baggage, mail and express.	Parlor, dining and sleeping.	Box freight cars.	Stock cars.	Coal cars.	Other cars.	Total cars.	Cars equipped with train brakes.	Total.	In Iowa.	Total.	In Iowa.	Total.	In Iowa.
Burlington, Cedar Rapids & Northern	76	70	54	22	24	24	....	2,263	109	485	65	2,970	48	102	98	2,233	2,213	$ 1,102,334.38	$ 1,101,134.38
Central Iowa	50	58	50	10	14	11	....	612	40	586	20	1,283	25	76	74	1,250	1,250	541,015.07	541,015.07
Chicago, Burlington & Quincy	425	51	38	21	172	81	20	9,070	2,248	3,042	1,009	15,642	79	367	147	13,191	5,530	6,349,213.12	2,489,763.80
Chicago, Burlington & Kansas City	9	58	52	1	3	3	....	50	18	38	4	116	6	32	22	297	208	130,326.96	91,228.87
Kansas City, St. Jo & Council Bluffs	39	47	44	14	20	11	1	774	22	166	164	1,159	33	51	11	1,700	95	808,922.09	50,000.00
St. Louis, Keokuk & Northwestern	13	50	45	6	11	6	....	221	63	64	13	378	17	42	11	947	261	272,468.70	68,117.17
Chicago, Milwaukee & St. Paul	631	67	43	143	247	189	48	11,646	2,356	4,132	385	19,003	441	635	184	21,268	4,616	12,196,595.73	2,617,517.45
Chicago & Northwestern	580	60	53	262	283	128	13	10,143	1,435	2,654	4,251	18,907	424	572	160	15,970	3,405	9,398,385.67	1,907,040.24
Chicago, Rock Island & Pacific	310	52.5	44	68	128	49	27	4,454	1,021	1,825	836	8,340	189	222	143	8,370	5,022	4,007,730.84	2,404,638.48
Chicago, St. Paul, Minneapolis & Omaha	181	35	35	84	60	35	6	3,529	210	1,273	109	5,222	101	200	12	4,319	273	2,465,114.81	154,069.30
Crooked Creek	1	20	20	....	1	....	....	.....	.....	.....	2	3	.....	2	2	6	6	4,249.00	4,249.00
Des Moines & Fort Dodge	16	40	30	5	6	3	....	62	20	148	10	249	10	24	24	300	300	81,644.80	81,644.80
Dubuque & Dakota	2	28	28	....	2	....	....	20	10	20	3	55	.....	10	10	58	58	31,537.44	31,537.44
Humeston & Shenandoah	18	38	36	7	2	2	....	16	16	40	4	80	4	20	20	158	157	86,877.43	86,877.43
Illinois Central	52	67	55	14	18	14	3	1,000	200	300	12	1,547	18	328	59	8,209	1,171	4,678,700.22	617,522.38
Minneapolis & St. Louis	69	37	35	16	18	11	....	1,257	56	667	39	2,048	31	65	19	1,687	562	928,417.03	309,472.00
Ottumwa & Kirkville	1	45	45	1	1	....	....	.....	.....	50	....	51	.....	3	3	15	15	9,446.80	9,446.80
Sioux City & Pacific	28	45	40	9	15	10	....	389	210	146	15	785	26	50	12	960	192	434,095.57	86,995.12
Wabash, St. Louis & Pacific	584	40	40	145	198	131	....	12,000	4,000	2,814	590	19,733	329	787	74	13,244	1,460	7,918,256.36	414,732.44
(NARROW GAUGE ROADS.)																			
Burlington & Northwestern	3	20	17	....	3	1	....	40	20	21	12	97	.....	11	11	65	65	22,500.00	22,500.00
Burlington & Western	3	22	22	....	3	2	....	70	.....	30	16	120	.....	13	13	52	52	11,000.00	11,000.00
Des Moines, Osceola & Southern	6	22	18	2	3	1	....	120	20	40	20	204	4	11	11	93	93	25,000.00	25,000.00
St. Louis, Des Moines & Northern	3	18	17	2	3	1	....	35	.....	58	8	105	10	8	8	87	87	38,785.90	38,785.90
Cedar Rapids & Marion Street Railway	4	8	6	4	9	....	....	.....	.....	.....	....	9	9	2	2	21	21		
Total	3,104	....	..	836	1,244	713	118	57,771	12,074	18,599	7,587	98,106	1,814	3,633	1,130	94,500	27,112	51,542,637.92	13,164,288.07

TABLE XIX.

BRIDGES, CATTLE-GUARDS, AND CROSSINGS.

RAILROADS.	TRUSS BRIDGES.						WOODEN TRESTLE AND PILE.		ARCH CULVERTS.		BOX CULVERTS.		Bridges built within the year, length in feet.	Number of cattle-guards in Iowa.	CROSSINGS.								
	WOODEN.		COMBINATION.		IRON.										RAILROAD.		HIGHWAYS.						
																				BRIDGES.			
	Number.	Aggregate length in feet.	Number.	Aggregate length in feet.	Number.	Aggregate length in feet.	Number.	Aggregate length in feet.	With 20 feet opening or more.	Less than 20 feet opening.	Timber.	Stone.			Nimmber at grade.	Over or under.	At grade.	Over track.	Under track.	18 feet above track.	Not 18 feet above track.	At which there are flagmen.
Burlington, Cedar Rapids & N...	2	292	17	4,770	1	113	934	54,408	.....	4	967	78	.....	1,080	19	3	767	2	2	1	1	1
Central Iowa.....	11	2,290	3	388	....	.....	412	44,086	.....	.....	.....	2	.....	665	13	3	377	3	5	3	.....	2
Chicago, Burlington & Quincy...	43	5,824	1	100	30	4,365	966	100,325	2	33	940	102	302	1,995	16	1	896	26	15	25	1	10
Chicago, Burlington & K. C..	12	1,649	....	.....	....	.....	140	12,408	.....	.....	141	.....	1,167	232	3	....	60	..	1	....	.....	....
Kansas City, St. Jo & C. B....	2	160	....	.....	....	.....	32	2,100	.....	.....	6	.....	.....	68	2	....	36	..	....	....	.....	....
St. Louis, Keokuk & N. W...	11	1,198	....	.....	1	190	.....	6,638	.....	.....	49	6	.....	156	2	1	53	1	4	....	.....	....
Chicago, Milwaukee & St. Paul..	119	11,549	18	2,488	4	493	1,566	164,752	.....	19	878	122	.....	1,428	19	8	.....	..	....	....	.....	....
Chicago & Northwestern.....	27	2,448	16	3,400	24	3,106	1,425	117,566	18	499	235	75	7,023	1,249	27	5	925	6	19	6	.....	6
Chicago, Rock Island & Pacific..	137	9,127	30	4,200	48	5,571	1,655	109,257	4	146	382	181	2,816	1,634	13	4	958	25	41	24	1	19
Chicago, St. Paul, Minn. & O.....	2	120	....	.....	....	.....	136	8,250	.....	.....	.....	17	40	.....	2	....	66	..	....	....	.....	3
Crooked Creek.....	1	370	....	.....	....	.....	11	500	.....	.....	4	.....	.....	9	....	....	5	..	....	....	.....	....
Des Moines & Ft. Dodge.....	4	310	....	.....	....	.....	112	6,155	.....	1	205	.....	2,180	138	10	....	114	..	....	....	.....	....
Dubuque & Dakota.....	14	840	....	.....	....	.....	78	11,312	.....	.....	176	.....	1,260	120	2	2	40	..	....	....	.....	....
Humeston & Shenandoah.....	....	.....	17	13,500	....	.....	166	23,714	.....	.....	174	.....	.....	287	4	1	111	5	12	5	.....	....
Illinois Central.....	58	8,482	....	.....	1	110	623	51,394	1	17	20	143	163	390	11	1	411	3	8	3	.....	9
Minneapolis & St. Louis.....	1	163	6	540	....	.....	96	6,720	.....	.....	168	25	653	92	6	2	86	..	....	....	.....	....
Ottumwa & Kirkville.....	....	.....	....	.....	....	.....	9	544	.....	.....	9	.....	544	5	....	....	5	..	1	....	1	....
Sioux City & Pacific.....	....	.....	2	415	....	.....	67	6,058	.....	.....	.....	.....	.....	182	2	....	100	..	....	....	.....	1
Wabash, St. Louis & Pacific.....	3	314	6	240	....	.....	135	14,137	.....	1	.....	.....	1,847	400	10	1	187	..	....	....	.....	4
NARROW GAUGE ROADS.																						
Burlington & Northwestern.....	1	60	....	.....	....	.....	38	2,790	.....	.....	.....	.....	.....	158	1	....	38	..	....	....	.....	....
Burlington & Western.....	....	.....	....	.....	2	244	33	1,536	.....	.....	.....	.....	.....	.....	1	1	41	..	....	....	.....	....
Des Moines, Osceola & Southern.	6	452	....	.....	....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3	....	.....	..	....	....	.....	....
St. Louis, Des Moines & Northern	....	.....	56	3,400	....	.....	16	7,022	.....	.....	92	.....	.....	116	1	2	68	..	3	....	.....	....
Cedar Rapids & Marion Street R'y	....	.....	....	.....	....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3	....	.....	..	....	....	.....	....
Total.....	449	45,648	172	33,441	111	14,192	8,650	751,672	25	720	4,446	751	17,995	10,400	170	35	5,344	71	111	67	4	55

TABLE XX.

TONNAGE CLASSIFIED.

RAILROADS.	Grain.	Flour.	Provisions.	Animals.	Other agricultural products.	Lumber and forest products.	Coal.	Plaster, lime and cement.	Salt.	Petroleum and oil.	Iron, steel and castings.	Stone and brick.	Manufactures.	Merchandise and other articles not enumerated.	Total.
Burlington, Cedar Rapids & Northern	189,837	160,511	27,271	134,012	32,265	150,422	567,178	46,479	17,338	2,617	48,168	.....	44,166	210,103	1,630,367
Central Iowa	65,892	2,154	.....	21,095	.....	35,910	540,653	4'486	1,411	462	4,222	7,402	.....	53,007	736,694
Chicago, Burlington & Quincy	1,435,038	107,237	76,211	547,564	43,824	785,184	1,098,348	51,279	55,073	.....	120,043	88,459	107,878	728,280	5,244,418
Kansas City, St Jo & Council Bluffs	180,446	26,922	8,879	88,640	19,632	145,286	60,404	3,576	4,380	1,332	5,512	5,892	10,320	180,901	742,122
Chicago, Milwaukee & St. Paul	997,053	335,773	43,768	360,069	159,098	921,880	558,554	36,837	44,427	.....	193,603	288,097	121,720	1,272,578	5,333,457
Chicago & Northwestern	1,022,224	229,847	80,903	340,506	107,618	1,057,368	843,839	48,344	46,681	39,288	88,540	170,362	317,190	3,453,516	7,846,226
Chicago, Rock Island & Pacific	600,097	136,538	43,269	265,347	26,684	392,156	390,221	43,560	30,682	27,279	185,687	121,606	48,369	792,004	3,103,499
Crooked Creek	60	68	10	120	.....	690	6,887	11	16	10	.....	845	.....	288	9,005
Des Moines & Fort Dodge	15,979	2,955	122	8,676	7,323	14,542	128,048	4,320	565	223	166	7,841	2,036	15,678	208,474
Dubuque & Dakota	13,224	564	4,470	7,820	.....	8,762	2,235	336	336	144	144	810	396	6,048	45,289
Humeston & Shenandoah	6,222	1,120	29	4,920	145	12,217	5,361	226	197	137	86	756	30	1,023	32,469
Illinois Central	111,494	10,612	3,439	78,547	23,640	83,202	138,687	.....	8,681	6,767	.....	.....	8,651	155,425	629,145
Minneapolis & St. Louis	75,358	157,452	7,685	14,694	6,483	122,753	392,319	6,925	1,458	1,426	50,392	29,270	20,099	123,356	1,009,670
Ottumwa & Kirkville	.....	.....	.....	.....	.....	.....	101,598	.....	.....	.....	.....	.....	.....	3,098	104,696
Sioux City & Pacific	96,242	5,120	13,215	47,403	1,943	78,822	20,810	3,893	3,921	.....	.....	54,470	5,292	63,809	394,940
Wabash, St. Louis & Pacific	1,441,868	179,618	.....	350,167	128,996	800,560	968,510	.....	22,093	53,059	168,854	143,535	182,683	1,352,594	5,792,537
NARROW GAUGE ROADS.															
Burlington & Northwestern	3,927	360	184	2,522	295	1,763	2,388	18	134	.....	313	56	530	2,126	14,616
Burlington & Western	1,816	47	110	1,418	40	6,423	656	63	82	.....	966	107	152	1,757	13,637
St. Louis, Des Moines & Northern	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	18,680	18,680
Total	6,256,777	1,356,898	309,565	2,273,520	557,986	4,617,940	5,826,696	250,353	237,475	132,744	866,696	919,508	869,512	8,534,271	33,009,941

TABLE XXI.

IOWA TONNAGE CLASSIFIED.

RAILROADS.	Grain.	Flour.	Provisions.	Animals.	Other agricultural products.	Lumber and forest products.	Coal.	Plaster, lime and cement.	Salt.	Petroleum and oil.	Iron, steel and castings.	Stone and brick.	Manufactures.	Merchandise and other articles not enumerated.	Total.
Burlington, Cedar Rapids & Northern	38,332	8,085	97	52,130	10,867	74,535	157,658	25,528	811	905	423	.....	6,649	37,121	413,141
Central Iowa	65,892	2,154	.....	21,095	.....	35,910	540,653	4,486	1,411	462	4,222	7,402	.....	53,007	736,694
Chicago, Burlington & Quincy	789,427	35,858	36,822	262,500	21,388	393,043	343,909	21,310	32,728	.....	44,986	28,421	52,256	323,073	2,385,721
Chicago, Milwaukee & St. Paul	234,342	8,930	10,371	129,951	48,521	91,229	59.417	1,040	606	.....	21,367	73,422	6,499	230,288	915,983
Chicago & Northwestern	264,767	8,801	14,860	121,091	30,483	185,350	253,388	9,199	1,482	2,206	1,777	53,948	17,402	119,884	1,084,638
Chicago, Rock Island & Pacific	402,517	129,523	39,157	197,942	20,746	330,935	260.224	25,398	21,279	19,330	138,202	65,644	38,578	584.651	2,274,126
Crooked Creek	60	68	10	120	.....	690	6,887	11	16	10	.....	845	.....	288	9,005
Des Moines & Fort Dodge	15,979	2,955	122	8,676	7,323	14,542	128,048	4,320	565	223	166	7,841	2,036	15,678	208,474
Dubuque & Dakota	13,224	564	4,470	7,820	.....	8,762	2,235	336	336	144	144	810	396	6,048	45,289
Humeston & Shenandoah	6,222	1,120	29	4,920	145	12,217	5,361	226	197	137	86	756	30	1,023	32,469
Illinois Central	111,494	10,612	3,439	78,547	23,640	83,202	138,687	.....	8,681	6,767	.....	.....	8,651	155,425	629,145
Ottumwa & Kirkville	.....	.....	.....	.....	.....	.....	101,598	.....	.....	.....	.....	.....	.....	3,098	104,696
Sioux City & Pacific	36,956	2,624	10,435	20,619	894	66,021	17,090	2,990	3,690	.....	.....	37,291	4,046	33,150	235,806
NARROW GAUGE ROADS.															
Burlington & Northwestern	3,927	360	184	2,522	295	1,763	2,388	18	134	.....	313	56	530	2,126	14,616
Burlington & Western	1,816	47	110	1,418	40	6,423	656	63	82	.....	966	107	152	1,757	13,637
St. Louis, Des Moines & Northern	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	18,680	18,680
Total	1,984,955	211,701	120,106	909,351	164,342	1,304,622	2,018,199	94,925	72,018	30,184	212,652	276,543	137,225	1,585,297	9,122,120

TABLE XXII.

ACCIDENTS TO PERSONS.

RAILROADS.	KILLED.																INJURED.															
	Passengers.	Employes.	Others.	Total.	Derailments.	Collisions.	Caught in frogs.	Coupling cars.	Fell from train.	Getting on and off train.	Highway crossings.	Miscellaneous.	Stealing rides.	While intoxicated.	Trespassers on track.	Suicides in Iowa.	Passengers.	Employes.	Others.	Total.	Derailments.	Collisions.	Caught in frogs.	Coupling cars.	Fell from train.	Getting on and off train.	Highway crossings.	Miscellaneous.	Overhead obstruction.	Stealing rides.	Trespassing on track.
Burlington, Cedar Rapids & Northern	1	3	7	11	1	1	..	..	2	....	....	..	1	..	6	1	6	25	6	37	4	5	..	7	7	2	3	7	....	2	....
Central Iowa	..	1	1	2	..	..	..	1	..	....	....	..	..	..	1	..	1	12	4	17	1	1	2	3	2	3	3	2	....	....	....
Chicago, Burlington & Quincy	1	21	22	44	..	1	..	1	10	4	3	18	3	..	4	..	5	101	13	119	4	..	..	28	18	18	....	44	4	..	3
Chicago, Burlington & Kansas City	..	1	..	1	..	..	..	1	..	....	....	..	..	..	....	..	..	4	..	4	..	..	..	3	..	....	....	..	1	..	....
Kansas City, St. Jo & Council Bluffs	..	2	1	3	..	..	..	..	1	1	....	..	1	..	....	..	..	3	2	5	..	..	..	3	..	1	....	1	....	..	....
St. Louis, Keokuk & Northwestern	..	..	..	....	..	..	..	..	..	....	....	..	..	..	....	..	..	1	1	2	..	..	..	1	..	....	....	..	....	..	1
Chicago, Milwaukee & St. Paul	1	16	8	25	3	..	1	2	7	....	....	4	3	..	5	..	2	26	4	32	14	..	..	5	6	1	....	1	....	3	2
Chicago & Northwestern	..	19	9	28	3	2	..	3	5	1	....	5	..	1	9	..	7	32	9	48	7	2	1	21	4	1	....	2	1	..	9
Chicago, Rock Island & Pacific	1	9	10	20	..	1	2	3	4	2	1	..	..	2	7	..	3	3	1	7	..	..	..	..	1	4	....	1	....	..	1
Chicago, St. Paul, Minneapolis & Omaha	..	5	..	5	..	..	..	2	..	....	....	3	..	..	....	..	..	....	..	....	..	..	..	..	..	....	....	..	....	..	....
Des Moines & Fort Dodge	..	..	..	....	..	..	..	..	..	....	....	..	..	..	....	..	..	2	..	2	..	..	..	1	1	....	....	..	....	..	....
Dubuque & Dakota	..	..	..	....	..	..	..	..	..	....	....	..	..	..	....	..	..	....	..	....	..	..	..	..	..	....	....	..	....	..	....
Humeston & Shenandoah	..	..	..	....	..	..	..	..	..	....	....	..	..	..	....	..	..	1	..	1	..	1	..	..	..	....	....	..	....	..	....
Illinois Central	..	4	4	8	..	..	..	3	2	2	....	1	..	2	....	..	1	20	7	28	1	1	..	14	1	5	1	4	....	1	....
Minneapolis & St. Louis	..	..	..	....	..	..	..	..	..	....	....	..	..	..	....	..	..	8	2	10	..	..	..	5	..	1	1	2	....	1	....
Ottumwa & Kirkville	..	..	..	....	..	..	..	..	..	....	....	..	..	..	....	..	..	2	..	2	..	..	..	2	..	....	....	..	....	..	....
Sioux City & Pacific	..	..	2	2	..	..	..	..	..	....	....	..	..	..	2	..	..	10	..	10	..	..	..	2	1	1	....	5	1	..	....
Wabash, St. Louis & Pacific	..	..	..	....	..	..	..	..	..	....	....	..	..	..	....	..	..	3	1	4	1	..	..	2	..	....	....	..	....	..	1
NARROW GAUGE ROADS.																															
Burlington & Northwestern	..	..	..	....	..	..	..	..	..	....	....	..	..	..	....	..	..	1	..	1	..	..	..	1	..	....	....	..	....	..	....
Burlington & Western	..	1	..	1	..	..	..	..	1	....	....	..	..	..	....	..	..	....	..	....	..	..	..	..	..	....	....	..	....	..	....
St. Louis, Des Moines & Northern	..	..	..	....	..	..	..	..	..	....	....	..	..	..	....	..	..	1	..	1	..	..	..	..	1	....	....	..	....	..	....
Cedar Rapids & Marion Street Railway	..	..	1	1	..	..	..	..	1	....	....	..	..	..	....	..	..	....	..	....	..	..	..	..	..	....	....	..	....	..	....
Total	4	82	65	151	7	5	3	16	33	10	4	31	8	5	34	1	25	255	50	330	32	10	3	98	42	37	8	69	7	7	17

TABLE XXIII.

PROPERTY ACCOUNTS, CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

RAILROADS.	CONSTRUCTION.									
	Grading.	Bridging and masonry.	Superstructure, including rails.	Land, land damages and fences.	Passenger and freight stations, coal sheds and water stations.	Engine houses, car shed and turn tables.	Machine shops, including machinery and tools.	Engineering, agencies, salaries and construction expenses.	Purchase of other roads.	Total for construction.
Burlington, Cedar Rapids & N.	$.....	$.....	$.....	$.....	$.....	$.....	$.....	$.....	$.....	$ 48,576.64
Central Iowa	9,228.79	449 98	35,587.59	25,490.43	3,383.72	6,115.15	9,710.35	557.60	.....	90,523.61
Chicago, Burlington & Quincy	142,392 81	28,202 24	600.00	42,836 04	98,825.44	9,940.14	199,029.13	613.39	.....	522,439 19
Kansas City, St Jo & C. B.	15,916.02	36,338.19	.....	15,540 05	1,372.41	.....	.....	.....	57,711.18	126,877.85
Chicago, Milwaukee & St. Paul.	.....	85,361.61	295,663.46	193,293.21	377,369.46	625,344.25	.....	.....	10,014,651.61	11,591,683.60
Chicago & Northwestern	102,111.51	236,876 07	1,324,270.49	195,733 87	230,345 20	.....	.....	86,865.14	†2,422,115 02	4,598,317 30
Chicago, Rock Island & Pacific.	26,747.71	482,043.94	.....	2,648.05	6,890.41	.....	.....	9,029.10	.....	527,359.21
Chicago, St. Paul, M. & O.	.....	.....	.....	.....	.....	.....	.....	.....	.....	3,424,404.09
Des Moines & Fort Dodge	175,043.00	44,033 80	670,752.62	28,646.52	36,112 77	.....	.....	14,355.39	*1,262,220.00	2,231,164.10
Dubuque & Dakota.	.....	9,390 72	.....	95.65	1,012 98	50.30	.....	.....	.....	10,549 65
Minneapolis & St. Louis	116,897.23	30,983.33	407,246.73	17,682 79	11,738 34	7,999 61	50,829.33	73,153.83	†755,019.00	1,471,550.19
Ottumwa & Kirkville	9,739.53	3,185.08	35,924.16	2,428 00	1,167 32	1,379.35	93 14	10,448.64	†192,116.70	256,481.92
Sioux City & Pacific	.....	48.52	4,306 83	18,312 89	6,454 84	.....	1,743.11	.....	.....	30,866.19
Wabash, St. Louis & Pacific	12,050.67	467,550.42	234,982.75	75,979.24	102,037.10	46,364.10	.....	10,138.51	7,454,168.08	8,403,270.87
NARROW GAUGE ROADS.										
Burlington & Northwestern	.....	.....	.....	264 65	94.15	1.10	279.03	.....	.....	638.93
Burlington & Western	39,797.29	41,386.24	58,147.86	3,624.82	10,640 83	1,376.86	4.35	8,744.68	.....	163,722.93
Total	649,924.56	1,465,850.14	3,067,482.49	622,576.21	887,444.97	698,570.86	261,688.44	213,906.28	22,158,001.59	33,498,426.27

* Discount on stock and bonds sold.
† Other expenditures charged to property account.

TABLE XXIII.—CONTINUED.

RAILROADS.	EQUIPMENT.				TOTAL.		
	Locomotives.	Passenger, baggage and express cars.	Freight and other cars.	Total for equipment.	Total expenditures for property accounts.	Credits to property accounts.	Net additions to property accounts.
Burlington, Cedar Rapids & Northern	$ 130,241.16	$ 1,467.05	$ 405,211.01	$ 536,919.22	$ 585,495.86	$.....	$ 585,495.86
Central Iowa	.....	1,209.61	7,075.96	8,285.57	98,809.18	15,609.25	83,199.93
Chicago, Burlington & Quincy	141,472.03	71,379.47	58,992.08	271,843.58	794,282.77	.....	794,282.77
Kansas City, St. Jo & Council Bluffs	.....	.....	7,184.14	7,184.14	134,061.99	.....	134,061.99
Chicago, Milwaukee & St. Paul	618,123.33	289,661.17	765,124.58	1,672,909.08	13,264,592.68	6,530.00	13,258,062.68
Chicago & Northwestern	.....	.....	.....	758,092.33	5,356,409.63	.....	5,356,409.63
Chicago, Rock Island & Pacific	.....	.....	.....	139,554.33	666,913.54	.....	666,913.54
Chicago, St. Paul, Minneapolis & Omaha	573,591.48	62,288.86	369,775.61	1,005,655.95	4,430,060.04	.....	4,430,060.04
Crooked Creek	.....	885.00	.....	885.00	885.00	.....	885.00
Des Moines & Ft. Dodge	51,100.00	2,332.80	60,659.27	114,092.07	2,345,256.17	.....	2,345,256.17
Dubuque & Dakota	.....	2,800.00	.....	2,800.00	13,349.65	.....	13,349.65
Minneapolis & St. Louis	19,730.56	6,303.00	1,892.37	27,925.93	1,499,476.12	66,862.16	1,422,619.96
Ottumwa & Kirkville	6,800.00	1,700.00	24,500.00	33,000.00	289,481.92	.....	289,481.92
Sioux City & Pacific	.....	.....	.....	3,049.09	33,915.28	677.00	33,238.28
Wabash, St. Louis & Pacific	20,641.50	5,298.10	79,965.01	105,904.61	8,509,175.48	.....	8,509,175.48
NARROW GAUGE ROADS.							
Burlington & Northwestern	.....	.....	134.05	134.05	772.98	.....	772.98
Burlington & Western	31,844.19	10,735.62	28,736.88	71,316.69	235,039.62	.....	235,039.62
Total	1,593,544.25	456,060.68	1,809,250.96	4,759,551.64	38,257,977.91	89,678.41	38,168,299.50

TABLE XXIV.

COMPARATIVE SUMMARY FOR THE YEAR ENDING JUNE 30, 1878, 1879, 1880, 1881, 1882 AND 1883.

	1878.	1879.	1880.	1881.	1882.	1883.
TOTAL LENGTH OF ROADS AND BRANCHES						
Total length of roads and branches in Iowa	4,157.15	4,396.04	4,977.01	5,425.98	6,337.43	7,014.95
Total length of double track in Iowa	3.00	6.06	24.76	40.07	47.06	47.06
Total length of sidings in Iowa	452.61	481.92	539.55	497.19	700.73	877.16
Capital stock paid in	$ 183,488,642.54	$ 185,614,375.77	$ 264,482,954.21	$ 288,713,878.86	$ 345,918,605.27	$ 379,360,616.43
Capital stock paid in per mile of road	21,928.62	21,428.31	17,426.72	19,149.54	18,649.22	18,339.46
Total funded debt	154,155,222.38	158,415,089.28	217,991,725.53	296,102,077.78	368,782,177.78	397,214,806.16
Total unfunded debt	5,985,587.14	4,580,747.14	10,742,168.86	11,674,408.60	17,446,150.23	19,633,116.04
Total debt	160,140,809.52	162,995,836.42	228,733,894.39	307,776,486.38	386,228,328.01	416,847,922.20
Total debt per mile	19,158.27	18,850.25	16,607.02	20,413.91	20,822.40	20,151.71
Total stock and debt	344,429,452.06	348,609,312.13	493,216,848.60	596,490,365.24	732,146,933.28	796,141,238.63
Total stock and debt per mile of road	41,425.00	39,742.33	40,461.90	39,563.45	39,471.62	38,487.92
Total cost of road and equipment	316,185,372.00	266,371,497.16	399,720,231.59	587,994,978.74	669,722,467.04	761,749,319.12
Total cost of road and equipment per mile	40,496.76	40,980.23	44,426.20	39,397.70	36,413.81	38,893.20
Proportion of cost for Iowa	130,967,401.55	119,179,644.35	202,963,513.02	212,834,982.03	215,979,324.81	219,739,068.19
EARNINGS:						
From passengers	9,819,118.44	9,641,073.21	13,809,589.43	15,766,336.30	21,759,616.01	24,818,471.81
From express	627,036.91	698,307.70	1,147,126.73	1,476,042.40	1,862,688.90	2,198,917.16
From mails	766,194.24	811,748.72	1,188,471.44	1,323,218.64	1,723,221.26	1,852,484.59
From freight	32,211,873.46	32,030,710.10	47,156,826.57	56,266,944.40	66,353,972.66	68,860,939.05
From other sources	695,662.03	733,071.42	1,162,746.80	1,750,419.17	1,059,707.39	2,062,909.52
Total earnings	44,119,285.04	44,024,445.08	64,464,761.92	76,582,960.91	92,759,206.22	99,793,722.03
Proportion for Iowa	.....	.....	.....	28,452,181.91	32,023,966.03	34,433,354.77
Earnings per mile of road	5,902.52	5,586.62	5,491.23	5,083.73	5,606.66	5,386.42
Earnings per train mile, passenger trains	1.60	1.60	1.28	1.38	1.36	1.30
Earnings per train mile, freight trains	2.03	1.73	1.13	1.72	1.69	1.56
Earnings per train mile, all trains earning revenue	1.89	1.67	1.17	1.63	1.60	1.50
Earnings above operating expenses	19,087,374.45	18,996,183.70	28,817,321.35	29,341,465.76	33,982,731.69	37,014,054.17
Earnings above operating expenses for Iowa	.....	.....	.....	11,663,777.52	11,511,572.98	11,605,904.27
Total income from all sources	44,119,285.04	44,024,445.08	64,464,761.02	76,611,097.38	95,032,114.49	100,895,721.93

TABLE XXIV—CONTINUED.

	Increase of 1879 over 1878.	Increase of 1880 over 1879.	Increase of 1881 over 1880.	Increase of 1882 over 1881.	Increase of 1883 over 1882.	Decrease of 1879 over 1878.	Decrease of 1880 over 1879.	Decrease of 1881 over 1880.	Decrease of 1882 over 1881.	Decrease of 1883 over 1882.
TOTAL LENGTH OF ROADS AND BRANCHES:										
Total length of roads and branches	238.89	580.97	448.97	911.45	677.52	.....	.....	.....	.....	.....
Total length of double track	3.06	18.70	15.31	6.99	.....	.....	.....	.....	.....	.....
Total length of sidings in Iowa	29.31	57.63	.....	203.54	176.43	.....	.....	42.36	.....	.....
Capital stock paid in	$ 2,125,733.23	$ 78,868,578.44	$ 24,230,924.65	$ 57,204,726.41	$ 33,442,011.16	$.....	$.....	$.....	$.....	$.....
Capital stock paid in per mile	.....	.....	1,722.82	.....	.....	498.31	4,181.59	.....	500.32	309.76
Total funded debt	4,259,866.90	59,576,636.25	78,110,352.25	72,680,100.00	28,432,628.38	.....	.....	.....	.....	.....
Total unfunded debt	.....	6,161,421.72	932,239.74	5,771,741.43	2,186,965.81	1,404,840.00	.....	.....	.....	.....
Total debt	2,856,026.90	65,738,057.97	79,042,591.99	78,451,841.63	31,619,594.19	.....	.....	.....	.....	.....
Total debt per mile	.....	.....	3,806.89	408.49	.....	308.02	2,243.23	.....	.....	670.69
Total stock and debt	4,179,800.07	144,607,436.47	103,273,516.64	135,656,568.04	63,994,305.35	.....	.....	.....	.....	.....
Total stock and debt per mile	.....	319.57	.....	.....	.....	1,682.67	.....	1,064.20	1.83	983.70
Total cost of road and equipment	.....	133,348,734.43	188,274,747.15	81,727,488.30	92,026,852.08	49,813,874.84	.....	.....	.....	.....
Total cost of road and equipment per mile	483.47	3,445.97	.....	.....	2,479.39	.....	.....	5,028.50	2,983.89	.....
Proportion of cost for Iowa	.....	83,783,898.67	9,871,439.01	3,144,342.78	4,159,743.38	11,787,757.20	.....	.....	.....	.....
EARNINGS:										
From passengers	.....	4,168,516.27	1,956,746.82	5,993,278.91	3,058,855.80	178,045.23	.....	.....	.....	.....
From express	71,270.79	448,819.03	328,915.67	386,646.50	336,228.26	.....	.....	.....	.....	.....
From mails	55,554.48	366,722.72	134,747.20	400,002.62	129,263.33	.....	.....	.....	.....	.....
From freight	.....	15,126,116.47	9,110,117.83	10,087,028.26	2,506,966.39	181,163.36	.....	.....	.....	.....
From other sources	37,409.39	429,675.38	587,672.37	.....	1,003,202.13	.....	.....	.....	690,711.78	.....
Total earnings	.....	20,440,315.94	12,118,199.89	16,176,245.31	7,034,515.81	94,839.96	.....	.....	.....	.....
Proportion for Iowa	.....	.....	.....	3,571,784.12	2,409,388.74	.....	.....	.....	.....	.....
Earnings per mile of road	.....	.....	.....	522.93	.....	315.90	95.39	407.50	.....	220.24
Earnings per train mile, passenger	.....	.....	.10	.....	.....	.....	.32	.....	.02	.06
Earnings per train mile, freight	.....	.....	.59	.....	.....	.30	.60	.....	.03	.13
Earnings per train mile, all trains	.....	.....	.46	.....	.....	.22	.50	.....	.03	.10
Earnings above operating expenses	.....	9,821,137.65	524,144.41	4,641,265.93	3,031,322.48	91,190.75	.....	.....	.....	.....
Earnings above operating expenses for Iowa	.....	.....	.....	.....	94,331.29	.....	.....	.....	152,204.54	.....
Total income from all sources	.....	20,440,315.94	12,146,336.36	18,421,071.11	5,863,607.44	94,839.96	.....	.....	.....	.....

	1878.	1879.	1880.	1881.	1882.	1883.
Operating Expenses:						
Maintenance of way and buildings	$ 7,976,042.61	$ 7,754,884.42	$ 9,698,394.99	$ 12,326,243.06	$ 16,354,679.75	$ 14,031,449.30
Motive power and cars	3,944,677,28	3,837,008.43	5,125,060.67	6,580,957.05	7,902,804.06	9,856,772.93
Conducting transportation	10,511,914.51	10,846,153 04	16,171,418.16	20,863,909.35	26,634,596.17	29,849,744.30
General expenses	2,594,028.44	2,590,217.49	4,652,565.85	6,313,874 42	7,884,403.55	9,041,701.33
Total operating expenses	25,026,662.84	25,028,263.38	35,647,439.67	46,084,983.88	58,776,474.53	62,779,667.86
Proportion for Iowa	12,565,950.23	12,904,420 92	13,962,653.77	16,788,404.39	20,512,393.05	22,827,450 50
Operating expenses, per mile of road	3,348.20	3,176.30	3,036.51	3,059.23	3,552.64	3,388.57
Operating expenses, per train mile	1.09	.97	.66	1.00	.75	.95
Operating expenses, per cent of earnings	.57	.57	.55	.60	.63	.63
Interest and rental	11,518,010.88	9,448,861.83	13,558,356.37	16,137,716.93	21,845,092.58	22,545,678.22
Interest and rental, per mile of road	1,469.35	1,285.55	1,170.26	1,071 26	1,320.38	1,216.91
Interest and rental, per cent of earnings	.26	.21	.21	.21	.23	.22
Operating expenses, interest and rental	36,544,673.72	34,477,125.21	49,205,796.04	62,310,612.72	80,621,567.11	85,325,475.34
Operating expenses, interest and rental, per mile	4,889.14	4,368 05	4,191.44	4,136.32	4,873.04	4,605.50
Operating expenses, interest and rental, per train mile	1.58	1.38	.91	1.80	1.03	1.29
Operating expenses, interest and rental, per cent of earnings	.83	.78	.76	.81	.87	.85
Train Mileage:						
Miles run by passenger trains	6,649,187	6,971,372	12,618,247	10,868,981	18,575,194	22,238,989
Miles run by freight trains	15,871,538	18,505,500	41,513,231	27,179,355	39,106,906	44,069,309
Miles run by mixed trains	510,180	392,605	.....	7,954,157	6,744,011	.....
Miles run by trains earning revenue	23,030,905	25,869,657	54,131,478	46,002,493	64,426,111	66,308,298
Miles run by construction and other trains	1,445,729	1,469,948	5,742,068	4,207,472	14,005,754	22,190,174
Passengers:						
Total number carried	7,511,770	7,927,683	11,423,337	13,259.820	20,927,026	23,230,798
Total number carried one mile	280,274,228	330,408,980	475,410,765	596,871,465	787,021,961	918,227,111
Average rate of fare per mile per passenger, cents	3 50	2.92	2.90	2.77	2.75	2 67
Average distance traveled by each passenger, miles	37.30	41.60	41.60	45.00	37.47	34.90
Freight;						
Total tons carried	6,804,338	8,553,311	21,665,716	25,040,973	31,062,765	32,251,876
Total tons carried one mile	1,514,083,462	2,790,826,910	3,603,943,923	4,222,249,822	4,631,564,735	5,420,260,374
Average rate in cents	2.10	1 10	1.30	1.49	1.29	1.24
Average length of haul for each ton carried, miles	222.50	326.30	166.30	169.53	149.10	168.06

TABLE XXIV—CONTINUED.

	Increase of 1879 over 1878.	Increase of 1880 over 1879.	Increase of 1881 over 1880.	Increase of 1882 over 1881.	Increase of 1883 over 1882.	Decrease of 1879 from 1878.	Decrease of 1880 from 1879.	Decrease of 1881 from 1880.	Decrease of 1882 from 1881.	Decrease of 1883 from 1882.
OPERATING EXPENSES:										
Maintenance of way, etc	$	$ 1,943,510.57	$ 2,627,848.07	$ 4,028,427.69	$	$ 221,158.19	$	$	$	$2,323,221.45
Motive power and cars	.....	1,288,052.24	1,458,896 38	1,321,847 01	1,953,968.87	107,668.85	.....	.....	.....	.....
Conducting transportation	334,238.53	5,325,265.12	4,692,491.19	5,770,686.82	3,215,148.13	.....	.....	.....	.....	.....
General expenses	.....	2,062,348.36	1,661,308.57	1,570,529.13	1,157,297.78	3,810.95	.....	.....	.....	.....
Total operating expenses	1,600 54	10,619,176.29	10,437,544.21	12,691,490 65	4,003,193 33	.....	.....	.....	.....	.....
Proportion for Iowa	338,470 69	1,078,232.85	2,805,750.62	3,723,988.66	2,315,057.45	.....	.....	.....	.....	.....
Operating expenses per mile	.....	.....	22.72	493.41	.....	171.90	139.79	.....	.....	164.07
Operating expenses per train mile	.....	.....	.34	.....	.20	.12	.31	.....	.25	.....
Operating expenses per cent of earnings	.....	.....	.65	.03	.....	.....	.02	.....	.....	.....
Interest and rental	.....	4,109,494.54	2,579,360.56	5,707,375 65	700,585.64	2,069,149.05	.....	.....	.....	.....
Interest and rental per mile	.....	.....	.....	249.12	.....	183.80	115.29	99.00	.....	103.47
Interest and rental per cent of earnings	.....	.....	.....	.02	.....	.05	.....	.....	.....	.01
Operating expenses, interest, etc.	.....	14,728,670.83	13,104,816.68	18,310,954.39	4,703,908.23	2,067,548.51	.....	.....	.....	.....
Operating expenses, interest, and rental per mile	.....	.....	.....	736.70	.....	521.09	176.61	55.12	.....	267.52
Operating expenses, interest, and rental per train mile	.....	.....	.39	.....	.26	.20	.47	.....	.27	.....
Operating expenses, interest, and rental per cent of earnings	.....	.....	.05	.06	.....	.07	.02	.....	.....	.02
TRAIN MILEAGE:										
Miles run by passenger trains	322,185	5,646,875	.....	7,706,213	3,663,795	.....	.....	1,749,266	.....	.....
Miles run by freight trains	2,634,052	23,007,641	.....	11,927,551	4,962,403	.....	.....	14,333,876	.....	.....
Miles run by mixed trains	.....	.....	7,954,157	.....	.....	117,485	.....	.....	1,210,146	6,744,011
Miles run by trains earning rev.	2,838,752	28,261,821	.....	18,423,618	1,882,187	.....	.....	8,128,985	.....	.....
Miles run by other trains	24,219	4,272,120	.....	9,798,282	8,184,420	.....	.....	1,534,596	.....	.....
PASSENGERS:										
Total number carried	415,913	3,495,854	1,836,283	7,667,206	2,303,772	.....	.....	.....	.....	.....
Total number carried one mile	50,134,752	145,001,785	121,460,700	190,150,496	131,205,150	.....	.....	.....	.....	.....
Average rate of fare per mile	.....	.....	.....	.....	.....	.58	.02	.13	.02	.08
Average distance traveled	4.30	.....	3.41	.....	.....	.....	.....	.....	7.53	2.57
FREIGHT:										
Total tons carried	1,748,973	13,112,405	3,375,257	6,021,792	1,189,111	.....	.....	.....	.....	.....
Total tons carried one mile	1,276,243,448	813,117,013	618,305,899	409,314,913	788,695,639	.....	.....	.....	.....	.....
Average rate, in cents	.....	.20	.19	.....	.....	.01	.....	.....	.20	.05
Average length of haul for each	103.80	.....	3.23	.....	18.96	.....	160.00	.....	20.43	.....

TABLE XXV.

GRADES ASCENDING EAST AND SOUTH.

RAILROADS.	RATE OF ASCENT PER MILE IN FEET.																				Total miles.
	5 feet.	10 feet.	15 feet.	20 feet.	25 feet.	30 feet.	35 feet.	40 feet.	45 feet.	53 feet.	58 feet.	64 feet.	72 feet.	74 feet.	80 feet.	85 feet.	90 feet.	95 feet.	100 feet.	Level.	
Chicago, Burlington & Quincy, main line	12.88	8.01	7.78	6.42	4.80	7.80	5.80	8.01	4.03	13.82	1.82	3.80	17.41	.....	.....	.....	.....	.....	.....	44.54	275
Chicago, Rock Island & Pacific, main line	11.27	10.13	9.20	14.17	12.27	6.23	7.82	23.28	.08	13.34	.....	.....	.....	.....	.....	.....	.....	.....	.....	73.22	317
Chicago & Northwestern, main line	24.70	13.45	14.13	10.59	9.77	5.21	7.91	10.95	1.46	14.51	2.21	.....	.85	.....	.34	.....	.....	.....	.....	95.76	350
Illinois Central	20.64	12.79	10.29	7.39	11.34	6.20	8.16	9.92	11.86	13.61	.17	1.34	4.20	1.08	1.57	.....	.....	.....	.....	75.68	327
Chicago, Milwaukee & St. Paul	8.14	9.34	10.78	11.53	12.82	6.91	8.86	18.46	8.39	10.72	.....	.85	.....	1.25	.....	.....	.....	.....	.....	57.60	292
Chariton to Mt. Ayr	1.30	1.29	2.14	1.47	.21	1.25	1.60	.23	.87	6.16	5.61	2.17	3.03	.....	.....	.....	.....	.....	.....	12.92	75
Chariton to Indianola	.28	.66	1.00	.28	1.53	.76	.50	.30	1.06	1.04	1.08	.38	1.74	2.73	1.27	.....	.....	.....	.....	2.80	32
Creston to State Line	8.18	4.05	1.23	1.74	1.06	.83	.76	1.67	1.53	2.09	.....	.....	.....	.....	.....	.....	.....	.....	.....	9.85	44
Creston to Greenfield and Fontanelle	3.01	1.29	.70	.....	.19	.68	.38	.82	.09	.51	.13	.21	.53	.....	.51	.....	.....	.....	.....	8.85	28
Villisca, Clarinda and State Line	2.86	.98	.57	.90	1.78	1.13	.53	.....	.....	.53	.22	.22	.....	.....	.....	.....	.....	.....	.....	10.17	26
Hastings to Sidney	2.50	1.02	.95	.87	.61	.....	.....	.86	.48	.82	.....	.28	.28	.....	.....	.....	.....	.....	.....	9.94	25
Albia, Knoxville and Des Moines	.90	1.85	1.57	.79	2.07	1.21	3.67	2.05	1.86	2.40	3.92	1.00	.91	.....	.....	.....	.....	.....	.....	12.92	68
Burlington and Keokuk	5.00	1.76	2.12	1.46	1.88	2.46	.83	.13	.....	.32	.....	.....	.13	.....	.....	.....	.....	.....	.....	12.94	42
Hastings and Carson	.15	.34	.21	.76	.41	.30	1.27	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	4.26	16.50
Red Oak to Griswold	.76	1.36	.32	.68	.15	.28	.21	.....	.21	.28	.....	.....	.....	.....	.....	.....	.....	.....	.....	5.40	18
Red Oak to Hamburg	4.59	1.80	5.00	3.86	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	15.30	39
Davenport to Knoxville	8.67	7.76	4.65	1.90	3.10	3.11	3.43	6.56	2.79	9.55	.76	.....	.....	.....	.....	.....	.....	.....	.....	20.33	114.67
Washington to State Line	4.00	3.82	7.07	5.72	3.43	3.00	3.52	2.00	1.42	3.92	1.32	3.70	.90	5.85	.38	.....	.....	.....	.....	21.23	130
Des Moines, Indianola and Winterset	2.20	1.40	.76	.72	.68	1.42	.32	.60	.....	.09	.....	.....	.....	.....	.....	.....	.....	.....	.....	19.31	49
Atlantic to Audubon	.76	.76	1.02	.38	.07	.....	.....	.68	.26	.19	.....	.....	.....	.....	.....	.....	.....	.....	.....	5.64	24.00
Avoca to Harlan	.....	.....	.....	.76	.....	.....	.....	.80	.19	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3.70	12
Atlantic to Griswold	.19	.19	.19	.40	.28	.09	.....	.....	.....	1.70	.....	.....	.....	.....	.....	.....	.....	.....	.....	6.40	14.71
Avoca to Carson	.15	.60	.91	.....	.32	.38	.21	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	5.52	17.32
Menlo to Guthrie Center	1.00	.43	.93	.40	.57	.....	.26	.19	.30	.21	.....	1.42	1.42	.....	.91	.....	.....	.....	.....	1.54	14.20
Clinton to Anamosa	.....	1.76	.55	1.55	2.52	3.66	.51	1.53	.45	11.31	.....	.....	.....	.....	.....	.....	.....	.....	.....	18.89	71
Maple River Road	8.90	4.85	6.00	4.38	4.41	2.60	.26	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	14.33	60
Stanwood to Tipton	.57	.20	.....	.....	.....	.....	.....	.....	.72	1.42	.....	.58	.....	.38	.....	.....	.....	.....	.....	1.45	8.50
Wall Lake to Sac City	.79	.38	.....	1.20	.30	.19	.....	.....	.38	.26	.....	.....	.....	.....	.....	.....	.....	.....	.....	2.40	12.70
Tama City to Garwin	.09	.30	.30	.....	.19	.09	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1.61	12.00
Burlington & Southwestern	.42	3.22	.97	1.50	.84	.74	1.78	1.08	.40	2.20	2.10	2.49	8.45	.....	.....	.....	.....	.....	.....	25.32	77.76
Burlington & Northwestern to Washington	3.75	1.08	.28	.41	.87	1.64	.71	.42	.....	1.72	1.30	1.02	1.10	.....	.....	.....	.....	.....	.....	4.14	37.10
Burlington, Cedar Rapids & N., main line	6.48	4.89	5.27	6.08	5.87	5.62	2.58	7.79	4.22	11.76	2.42	5.06	.17	.....	.06	.....	.....	.....	.....	72.02	251
Cedar Rapids to Postville	.95	4.19	1.29	3.58	6.48	1.42	3.00	2.39	2.33	6.00	.....	1.59	.....	.57	1.06	.49	.....	.....	.....	18.19	98
Vinton to Holland	.83	1.34	.69	.34	1.46	1.46	.66	3.77	.26	.....	.19	.49	.....	.....	.....	.....	.....	.....	.....	33.40	71
Muscatine to Riverside	.15	.93	.96	.38	1.14	.09	.21	1.76	.42	1.76	.36	.....	.....	.....	.40	.....	.11	.....	.....	9.26	31
Elmira to What Cheer	3.26	3.92	1.97	1.82	4.01	1.57	.85	.76	.08	1.00	1.02	2.23	.38	.19	.19	.....	.....	.....	.....	15.73	66.04

TABLE XXV—CONTINUED.

RAILROADS.	RATE OF ASCENT PER MILE IN FEET.																				Total miles.
	5 feet.	10 feet.	15 feet.	20 feet.	25 feet.	30 feet.	35 feet.	40 feet.	45 feet.	53 feet.	58 feet.	64 feet.	69 feet.	74 feet.	80 feet.	85 feet.	90 feet.	95 feet.	100 feet.	Level.	
Central Iowa Railway	5.26	6.50	6.02	8.64	4.41	3.49	6.63	6.04	4.89	8.33	3.09	6.51	1.88	.68	....	....	....	....	....	17.81	189
Des Moines & Fort Dodge	8.63	5.55	2.82	1.14	3.43	1.40	1.06	.40	.36	1.42	....	1.14	....	....	....	....	....	....	....	25.42	88
Des Moines & Minneapolis	2.08	2.56	1.34	1.99	.76	1.22	.99	.95	1.59	1.38	1.02	1.60	.17	.50	.81	....	....	....	....	14.11	58
Missouri, Iowa & Nebraska	1.86	2.63	.80	.59	.65	1.14	.63	.40	.19	1.40	2.90	1.84	....	....	....	....	....	....	....	1.55	39.55
St. Louis, Kansas City & Northern, Wabash	1.42	.97	.72	2.54	.93	.47	1.38	.70	.21	2.80	1.21	2.40	1.93	3.39	.23	.74	....	....	....	6.46	43
Council Bluffs & St. Louis, Wabash	.87	2.10	1.35	.61	1.40	.78	1.00	1.69	2.21	.66	7.78	5.19	....	....	....	....	....	....	....	14.04	69
Clarinda to State line	....	.55	.13	....	.17	....	.55	.66	.11	....	....	....	....	....	....	....	....	....	....	4.77	11.42
Sioux City & St. Paul	....	2.13	1.10	1.25	1.67	.76	1.31	.85	....	.53	....	....	....	....	....	....	....	....	....	15.96	57
Sioux City & Pacific	1.02	.19	.09	....	....	.09	....	....	....	.47	....	....	....	....	....	....	....	....	....	46.73	76
Milwaukee & St. Paul, Sabula to Cedar Rapids	.19	1.36	2.90	1.89	4.15	.76	.68	2.18	.95	10.10	2.91	....	....	....	....	....	....	....	....	22.97	93
Milwaukee & St. Paul, State line to Mason City	.80	2.48	1.02	1.67	2.19	.93	1.25	2.61	.45	.55	....	....	....	....	....	....	....	....	....	17.04	40
Milwaukee & St. Paul, State line to Calmar	.36	.19	1.10	1.18	3.22	1.57	4.11	....	....	....	....	....	....	....	....	....	....	....	....	41.23	68
Milwaukee & St. Paul, Conover to Decorah	....	....	.57	1.13	1.40	1.70	....	....	1.13	.57	....	....	....	.57	....	.57	....	....	....	7.74	9
Clinton, Dubuque and State line	7.52	10.53	2.00	.66	.47	.11	....	1.04	....	....	....	....	....	....	....	....	....	....	....	88.30	139.60
Turkey River Branch	1.51	1.89	.85	1.19	.08	.59	....	....	....	....	....	....	....	....	....	....	....	....	....	14.30	43.60
Waukon & Mississippi	.89	.83	....	....	.40	....	....	....	....	.07	....	....	....	....	....	....	....	....	....	4.20	23
Dubuque & Dakota, Tripoli to Hampton	.94	.45	1.72	.47	2.61	.53	1.47	.57	.28	7.33	....	....	....	....	....	....	....	....	....	17.16	55.26
Cedar Falls & Minnesota	3.32	3.71	3.31	1.91	3.52	.74	1.93	1.17	.81	3.03	1.92	....	....	....	....	....	....	....	....	12.60	75
Kansas City, St. Joseph & Council Bluffs	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	39.79	53.80
Minneapolis & St. Louis, Fort Dodge to State line	2.31	6.04	1.48	3.82	2.79	1.29	1.29	2.12	.68	5.59	....	....	....	....	....	....	....	....	....	28.24	89.67
Des Moines, Adel & Western	1.14	.34	1.57	.34	.38	1.86	.91	.38	.76	1.20	....	1.38	....	....	....	1.40	....	....	....	5.30	28.60
Fort Madison & Northwestern	....	.13	.30	....	.38	.22	.26	.52	....	.52	....	....	....	....	....	....	....	....	....	2.84	11.74
Albia to Centerville, Missouri, Iowa & Nebraska	.61	1.00	.25	.19	.27	.61	.06	.53	.18	.45	.42	1.12	.95	....	.13	....	....	....	....	8.57	24.05
Albia to Moravia, Chicago, Burlington & Quincy	....	.80	.32	....	....	.53	.34	.57	.63	.47	....	.10	....	....	....	....	....	....	....	3.81	11.46
Keokuk & Northern, Keokuk to Mt. Pleasant	2.01	3.16	1.42	1.95	1.74	.64	3.05	1.20	.25	2.90	.93	1.38	....	....	....	....	....	....	....	11.04	47.91
Davenport Northwestern, Fayette to Jackson Junction	1.00	.76	.56	.83	.85	.47	.45	2.58	1.15	4.03	....	....	....	....	....	....	....	....	....	3.64	25.06
Wilton to Muscatine	.15	1.25	....	.60	1.10	1.14	1.06	1.82	....	....	....	....	....	....	....	....	....	....	....	2.07	11.67

TABLE XXVI.

GRADES ASCENDING WEST AND NORTH.

RAILROADS.	RATE OF ASCENT PER MILE IN FEET.																				Total miles.
	5 feet.	10 feet.	15 feet.	20 feet.	25 feet.	30 feet.	35 feet.	40 feet.	45 feet.	53 feet.	58 feet.	64 feet.	69 feet.	75 feet.	80 feet.	84 feet.	90 feet.	95 feet.	105 feet.	Level.	
Chicago, Burlington & Quincy, main line	19.87	12 42	15.15	10.17	5.13	6.42	8.39	3.18	8.33	15.70	4.51	4.12	12.95	....	....	....	....	....	....	44.54	275
Chicago, Rock Island & Pacific, main line	27.01	11.86	12.90	9.13	16.25	8.52	8.96	18.07	3.77	14.83	2.09	....	....	....	....	....	....	....	....	73.22	317
Chicago & Northwestern, main line	34.35	16.09	16.50	10.25	13.47	6.42	10.66	10.99	2.46	12.50	.. .	1.61	.49	1.00	1.36	....	....	....	....	95.76	350
Illinois Central, main line	13.84	10.40	11.38	13.09	11.31	5.66	9.09	13.86	17.42	12.16	2.54	2.56	....	3.86	.17	.42	....	....	....	75.68	327
Chicago, Milwaukee & St. Paul, main line	11.96	13.14	9.20	10.55	12.80	7.16	12.71	14.71	8.01	21.74	2.25	1.93	.19	....	....	....	....	....	....	57.60	292
Charlton to Mt. Ayr	3.07	2.85	2.21	1.27	1.87	.98	1.06	2.16	1.55	5.17	1.26	4.60	6.36	.45	....	....	....	....	....	12.92	75
Charlton to Indianola	.55	1.02	1.48	.86	.70	.43	.80	1.38	.74	.64	.52	1.36	2.67	.21	.42	.81	....	....	....	2.80	32
Creston to State line	2.12	1.95	.49	.59	.83	.76	1.00	.83	1.32	1.12	....	....	....	....	....	....	....	....	....	9.85	44
Creston to Greenfield and Fontanelle	1.18	1.40	1.02	.36	2.71	.53	.19	1.44	.61	.32	....	.19	.15	....	....	....	....	....	....	8.85	28
Villisca, Clarinda and State line	1.42	1.21	.43	.81	.55	.28	.09	.24	.66	.51	....	....	....	....	....	....	....	....	....	10.17	26
Hastings to Sidney	.53	.57	.63	.30	.51	....	.80	.15	.13	.68	....	.82	1.27	....	....	....	....	....	....	9.94	25
Albia, Knoxville and Des Moines	8.02	1.46	4.34	1.02	1.51	1.58	3.54	1.42	2.82	4.20	.09	.21	.38	....	....	.29	....	....	....	12.92	68
Burlington & Keokuk	4.07	3.64	1.21	.99	.27	.46	.86	.80	.13	.57	....	....	....	....	....	....	....	....	....	12.94	42
Hastings to Carson	1.59	.55	1.91	.51	.36	.27	....	.70	....	.91	....	....	....	....	....	....	....	....	....	4.26	16.5
Red Oak to Griswold	1.72	2.39	.91	1.23	.82	....	.29	.40	....	.59	....	....	....	....	....	....	....	....	....	5.40	18
Red Oak to Hamburg	2.39	2.31	1.27	2.48	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	15.30	39
Davenport to Knoxville	8.43	3.04	3.51	6.87	3.73	2.50	3.56	7.43	2.58	16.50	.13	....	....	....	....	....	....	....	....	20.33	114.67
Washington to State line	5.43	6.67	5.93	2.44	4.75	3.77	3.45	4.77	1.65	8.41	1.02	6.04	1.23	1.46	1.70	....	....	....	....	21.23	130
Des Moines to Indianola and Winterset	3.26	3.96	1.27	1.21	4.28	.97	....	.97	.34	1.21	.64	2.56	.64	.19	....	....	....	....	....	19.31	49
Atlantic to Audubon	6.12	3.43	.66	1.08	1.55	.62	....	.26	.74	.38	....	....	....	....	....	....	....	....	....	5.64	24.6
Avoca to Harlan	1.70	1.90	1.08	.19	.87	.19	....	....	....	.62	....	....	....	....	....	....	....	....	....	3.70	12
Atlantic to Griswold	....	....	1.23	.36	.74	1.61	....	.19	....	.57	....	.23	.25	....	....	....	....	....	....	6.49	14.71
Avoca to Carson	4.73	1.80	.81	....	1.32	....	.19	....	....	.38	....	....	....	....	....	....	....	....	....	5.52	17.32
Menlo to Guthrie Center	1.31	.28	.10	....	.38	.47	....	.66	....	.43	.13	.86	....	....	....	....	....	....	....	1.54	14.20
Clinton to Anamosa	1.48	.85	3.30	.74	5.23	1.69	.36	1.34	.15	14.15	....	....	....	....	....	....	....	....	....	18.89	71
Maple River road	.57	1.89	2.65	3.66	1.41	1.27	....	2.82	...	....	....	....	....	....	....	....	....	....	....	14.33	60
Stanwood to Tipton	.76	....	....	....	....	.19	.08	....	.15	.74	.19	.95	.17	....	....	....	....	....	....	1.45	8.50
Wall Lake to Sac City	1.95	1.50	1.40	....	.76	....	.36	.24	.32	.28	....	....	....	....	....	....	....	....	....	2.40	12.7
Tama City to Garwin	4.55	2.95	.19	.95	.08	.59	.11	....	....	....	....	....	....	....	....	....	....	....	....	1.61	12
Burlington & Southwestern	9.01	2.86	1.69	3.00	2.48	.72	1.10	2.21	1.91	1.88	1.79	1.55	9.17	....	....	....	....	....	....	25.32	77.76
Burlington & Northwestern to Washington	8.05	1.83	.76	.70	1.16	.44	.21	....	.47	.79	1.14	....	3.11	....	....	....	....	....	....	4.14	37.10
Burlington, Cedar Rapids & Northern, main line	21.40	15.59	10.89	4.70	10.43	9.28	4.92	7.60	4.15	11.82	5.25	4.59	.11	....	....	....	....	....	....	72.02	251
Cedar Rapids to Postville	2.35	3.90	2.46	3.47	3.96	5.66	3.35	1.18	2.59	8.33	1.38	1.67	2.25	.41	.91	....	....	....	....	18.19	98
Vinton to Holland	3.43	3.71	2.39	.59	3.00	1.12	1.02	1.25	2.31	3.05	2.09	.72	....	1.00	.43	....	....	....	....	33.40	71
Muscatine to Riverside	.57	2.00	1.48	.85	1.36	.47	1.46	.30	....	.57	....	1.51	1.48	.19	....	....	....	.83	....	9.26	31.00
Elmira to What Cheer	5.13	3.86	3.01	2.75	....	4.15	1.36	.93	2.23	.19	2.12	....	.53	.07	.13	....	....	....	....	15.73	66.64

TABLE XXVI—CONTINUED.

RAILROADS.	RATE OF ASCENT PER MILE IN FEET.																				Total miles.
	5 feet.	10 feet.	15 feet.	20 feet.	25 feet.	30 feet.	35 feet.	40 feet.	45 feet.	53 feet.	58 feet.	64 feet.	69 feet.	75 feet.	80 feet.	84 feet.	90 feet.	95 feet.	105 feet.	Level.	
Central Iowa Railway	15.97	8.98	6.32	7.82	7.25	7.42	6.04	6.31	3.79	11.38	4.41	2.74	2.18	1.21	....	....	....	....	....	17.01	189
Des Moines & Fort Dodge	9.73	7.29	2.77	3.44	1.78	1.34	.50	1.18	1.29	5.91	....	....	....	....	....	....	....	....	....	25 42	88
Des Moines & Minneapolis	2.00	3.57	1.05	2.65	2.31	.81	.35	1.14	1.06	3.83	.72	1.26	.32	1.10	.21	.21	.34	.36	....	14.11	58
Missouri, Iowa & Nebraska	3.14	2.03	3.62	1.23	1.90	5.50	.30	.60	.21	1.21	.68	....	5.47	....	....	....	....	....	....	1.55	39.55
St. Louis, Kansas City & Northern, Wabash	1.31	.19	1.04	1.06	.47	.32	.41	.21	1.16	2.21	.21	1.00	.99	2.86	1.06	....	....	....	....	6.46	43
Council Bluffs & St. Louis, Wabash	4.49	1.50	2.56	1.27	.30	1.21	.15	.45	.43	.63	....	6.90	9.43	....	....	....	....	....	....	14.04	69
Clarinda to State line, Wabash	....	1.46	.64	.57	.47	....	.45	.89	....	....	....	....	....	....	....	....	....	....	....	4.77	11.42
Sioux City & St. Paul	9.07	4.59	3.11	1.70	5.15	2.00	1.44	1.46	.38	2.44	....	....	....	....	....	....	....	....	....	15.96	57
Sioux City & Pacific	16.57	.09	....	.09	.34	....	....	....	....	....	....	....	....	....	....	....	....	....	....	46.73	76
Milwaukee & St. Paul, Sabula to Cedar Rapids	4.59	5.80	4.81	1.36	4.28	2.25	1.93	2.07	1.59	10.00	3.28	....	....	....	....	....	....	....	....	22.97	93.00
Milwaukee & St. Paul, State line to Mason City	1.41	.66	1.32	.26	.98	.53	.52	2.97	.85	....	....	....	....	....	....	....	....	....	....	17.04	40
Milwaukee & St. Paul, State line to Calmar	1.08	1.44	2.29	.72	2.09	3.90	3.07	....	....	.45	....	....	....	....	....	....	....	....	....	41.23	68.00
Milwaukee & St. Paul, Conover to Decorah	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	7.74	9.00
Clinton, Dubuque, and State line	8.24	15.23	2.14	.45	2.01	.11	.38	.41	....	....	....	....	....	....	....	....	....	....	....	88.30	139.60
Turkey River Branch	7.88	4.19	3.05	3.51	2.56	.85	.72	.32	....	.11	....	....	....	....	....	....	....	....	....	14.30	43.60
Waukon & Mississippi	1.34	1.21	1.12	2.06	1.53	1.53	1.02	.81	1.04	1.78	.60	.55	.58	.26	.40	....	....	....	.17	4.20	23.00
Dubuque & Dakota, Tripoli to Hampton	2.27	.96	3.23	1.23	2.27	.56	.98	1.50	....	8.73	....	....	....	....	....	....	....	....	....	17.16	55.26
Cedar Falls & Minnesota	6.80	4.30	4.70	3.16	5.85	2.70	.66	1.12	1.95	4.83	.25	.51	.21	.62	....	....	....	....	....	12.60	75
Kansas City, St. Jo. & Council Bluffs	13.82	.19	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	39.79	53.80
Minneapolis & St. Louis, Fort Dodge to State line	5.83	4.91	2.78	2.52	3.18	2.06	2.74	2.48	1.42	5.91	....	....	....	.19	....	....	....	....	....	28.24	89.67
Des Moines, Adel & Western	1.76	.59	....	.83	.97	1.12	.65	.34	.97	.93	....	.79	....	.15	....	.38	2.16	.57	....	5.30	28.60
Fort Madison & Northwestern	1.31	.81	.68	.46	.15	.34	1.63	.19	.30	....	.38	....	....	....	.57	....	....	....	....	2.84	11.74
Albia to Centerville, Missouri, Iowa & Nebraska	.15	.47	1.50	1.34	.61	.13	.57	....	....	.80	.21	.42	1.53	.51	.28	....	....	....	....	8.57	24.05
Albia to Moravia, Chicago, Burlington & Quincy	.47	.68	.91	.34	.81	.38	....	....	.30	....	....	....	....	....	....	....	....	....	....	3.81	11.46
Keokuk & Northern, Keokuk to Mt. Pleasant	.85	3.70	1.51	1.44	.85	.76	.64	.47	.28	1.57	1.08	2.33	....	....	....	....	....	....	....	11.04	47.91
Davenport & Northwestern, Fayette to Jackson Junction	....	.38	1.21	.28	.38	1.13	1.19	1.17	3.00	....	....	....	....	....	....	....	....	....	....	3.64	25.06
Wilton to Muscatine	.19	....	....	.30	.11	1.31	....	.57	....	....	....	....	....	....	....	....	....	....	....	2.07	11.67

RETURNS

OF THE

RAILROAD COMPANIES,

FOR THE YEAR ENDING JUNE 30, 1883.

STATE OF IOWA,
OFFICE OF THE BOARD OF RAILROAD COMMISSIONERS,
DES MOINES, June 30, 1883.

To the President and Directors of the Burlington, Cedar Rapids & Northern Railway Company:

GENTLEMEN—Blanks for the annual return of your corporation, to this Board, as required by sections 4 and 5, chapter 77, laws of the Seventeenth General Assembly, are herewith transmitted.

The value of the returns, not only to the legislature and the public, *but to the corporations themselves*, depends upon their accuracy and completeness. The Commissioners would therefore again urge upon the managers of the roads that they *take special pains to make their returns as perfect as possible*, so that they may be more valuable for the purpose of comparison, and that all deductions from them may be reliable.

The Commissioners in arranging their blanks have endeavored to modify their questions to meet the distribution of expenses and classifications of accounts as adopted by the convention of State Railroad Commissioners, held at Saratoga, in June, 1879. They publish in this blank the distribution of railroad expenses as adopted by the auditors and accountants of the railway systems of Michigan.

In his preface to the publication, Commissioner Williams says: "For the purpose of securing as nearly as possible uniformity in the charging of expenses to the same general heads of accounts by all the companies doing business in the State, a meeting of the auditors and accountants of the different railroads was called by the commissioner of railroads at Detroit, on the 19th day of January, 1882, and their deliberations resulted in the adoption of the distribution that follows.

"It is believed to be a comprehensive and logical distribution of railway expenses, and it is desired that it is be closely adhered to by all officers and employes having relations with the accounting departments of their respective roads."

This Board would respectfully call attention to the paper referred to, which is published as an appendix to the blanks, and would ask for it a careful examination on the part of those to whom the keeping of railroad accounts are entrusted, feeling assured that if this arrangement is followed, the making of the annual returns to this Board by the several companies will be simplified, and the information furnished by all the companies will be uniform.

Every question asked has been for a specific purpose. In case it cannot be answered, please so state. It is too often the case that the questions are passed by without any effort to understand or answer them.

You are respectfully reminded that the law requires that the annual return shall be made *on or before the fifteenth day of September*, under a penalty of one hundred dollars a day for each day's neglect.

PETER A. DEY,
A. R. ANDERSON, } *Commissioners.*
L. S. COFFIN,

Attest: E. G. MORGAN, *Secretary.*

REPORT

OF THE

BURLINGTON, CEDAR RAPIDS & NORTHERN

RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association ..	$10,000,000.00	
Amount authorized by vote of the company.....	5,500,000.00	
Amount issued, number of shares, $55,000; amount paid in....		$ 5,500,000.00
Amount of common stock issued.....		5,500,000.00
Total amount paid in as per books of the company.....		5,500,000.00
Amount of stock per mile of road.....	$ 7,843.00	
Amount of stock representing the road in Iowa..	5,500,000.00	

Amount of stock held in Iowa. Cannot tell.
Total number of stockholders. About 650.
Number of stockholders in Iowa. Cannot tell.

DEBT.

Funded debt as follows:

First mortgage bonds due June, 1906, rate of interest five per cent.....		$ 6,500,000.00
Interest paid on same during the year	$325,000.00	
Minneapolis & St. Louis Railway bonds due June, 1927, rate of interest, seven per cent.....		150,000.00
Interest paid on same during the year	$ 10,500.00	
Iowa City & Western Railway bonds due June, 1909, rate of interest seven per cent..		584,000.00
Interest paid on same during the year.....		
Cedar Rapids, Iowa Falls & Northwestern Railway bonds due April, 1920, rate of interest six per cent.....		825,000.00
Cedar Rapids, Iowa Falls & Northwestern Railway bonds due April, 1920, rate of interest five per cent.....		1,905,000.00

Interest paid on above Cedar Rapids, Iowa Falls & Northwestern Railway bonds during the year.	$144,750.00	
Total amount of funded debt		$ 9,964,000.00
Floating debt:		
Incurred for vouchers and pay rolls	$196,837.12	
Incurred for bills payable	518,084.47	
Total	$714,921.59	
Total amount of floating debt		714,921.59
Total amount of debt liabilities		$10,678,921.59
Amount of debt per mile of road, average 682 miles	$ 15,658.24	
Total amount of stock and debt	16,178,921.59	
Amount of stock and debt per mile of road	23,722.75	

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY).

Reported June 30, 1882		$ 12,077,326.63
Grading, bridging and masonry		1,802.06
Superstructure, including sidings		28,305.37
Land, land damages and fences		20,497.36
Passenger and freight stations, coal sheds and water stations		4,237.63
Engine houses, car sheds and turntables		4,030.98
Total expended for construction		$ 12,136,200.03
Average cost of construction per mile of road (average 682 miles)	$ 17,795.10	
Proportion of cost of construction for Iowa (on mileage basis)	11,691,382.47	
Purchase of other roads (specifying same) and all particulars. None.		

COST OF EQUIPMENT.

Locomotives		$ 608,577.71
Passenger, mail, baggage and express cars		194,239.40
Freight and other cars		1,087,321.32
Total for equipment		$ 1,890,138.43
Average cost of equipment per mile of road operated by company (average 682 miles)		2,771.46
Total cost of road and equipment		$ 14,414,306.03
Average cost of road and equipment per mile (average 682 miles)		$ 21,135.34
Proportion of cost of road and equipment for Iowa, on average mileage distance basis		13,965,602.68
Average cost of road and equipment per mile in Iowa (average 682 miles)		20,477.42

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Chicago, Clinton & Western Railway		$ 297,016.17
Total for construction		$ 297,016.17

EQUIPMENT.

Locomotives		$ 130,241.16
Passenger, mail, baggage and express cars		1,467.05
Freight and other cars		405,211.01
Total for equipment		$ 536,919.22
Any other expenditures charged to property account:		
Burlington, Cedar Rapids & Northern Railway	$24,996.93	
Real estate	8,125.00	
Outstanding bonded account	14,000.00	
Iowa City & Western Railway	1,068.00	
Grundy county extension	386.71	
		$ 48,576.64
Total expenditures charged to property accounts		$ 585,495.86
Net addition to property account for the year		$ 585,495.86

GENERAL EXHIBIT.

Total earnings		$ 2,790,138.76
Total expenses, including taxes		1,966,275.92
Net earnings		823,862.84
Rentals, specifying amount paid to each company		14,699.94
Central Iowa Railway	$14,000.00	
Chicago, Rock Island & Pacific Railway	669.94	
Interest on funded debt, including leased lines		521,130.00
Interest paid on funded debt, including leased lines		521,130.00
Dividends declared	None.	
Balance at commencement of the year		28,682.04
Balance at the close of the year, June 30, 1883		38,582.30
Income from other sources than earnings		60,714.90
Total income from all sources for the year		$ 2,850,853.66

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers		$ 662,129.17
From express and baggage		25,457.89
From mails		42,383.94
Total earnings, passenger department		$ 729,970.99
Earnings per train mile run (803,755 miles)	$0.908	
Earnings, freight		2,055,967.86
Other sources; freight department		4,200.00
Total earnings, freight department		$ 2,060,167.86
Earnings per train mile run (1,671,069 miles)	$1.232	
Total transportation earnings		2,790,138.76
Earnings per train mile run, from all trains earning revenue (2,474,824 miles)	$1.127	
Earnings per mile of road operated (average 682 miles)	4,091.11	
Proportion of earnings for Iowa		2,759,746.88
Rents received for use of road		4,200.00
Income from all other sources		60,714.90
Total income from all sources		$ 2,850,853.66
Proportion of income for Iowa	$2,790,461.78	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 327,698.59
Renewal of rails	51,672.99
Renewal of ties	66,018.17
Repairs of bridges, including culverts and cattle-guards	44,051.47
Repairs of fences, road-crossings and signs	29,911.32
Repairs of buildings, stations and water tanks	51,430.77
Total	$ 570,783.31

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 164,373.59
Repairs of passenger cars	37,421.47
Repairs of freight cars	117,359.37
Total	$ 319,154.43

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives		$ 229,973.85
Water supply		9,121.18
Oil and waste		25,635.80
Locomotive service		183,960.38
Passenger train service		34,369.07
Passenger train supplies		12,420.28
Mileage of passenger cars (debit balance)		5,744.18
Freight train service		119,888.22
Freight train supplies		17,079.96
Mileage of freight cars (debit balance)		13,861.73
Telegraph expenses (maintenance and operating)		33,805.33
Damage and loss of freight and baggage		8,332.21
Damages to property and cattle		23,344.03
Personal injuries		14,551.00
Agents and station service		108,049.61
Station supplies		13,769.30
Total		$ 853,906.13

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 55,940.54
Legal expenses		13,439.64
Insurance		7,272.52
Stationery and printing		15,894.13
Outside agencies and advertising		44,177.41
Contingencies		12,231.16
Taxes in Iowa	$72,282.27	
Taxes in other States	1,194.38	
Total taxes		73,476.65
Total		$ 222,432.05

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$ 570,783.31
Maintenance of motive power and cars		319,154.43
Conducting transportation		853,906.13
General expenses, including taxes		222,432.05
Total operating expenses and taxes		$ 1,966,275.92
Operating expenses and taxes per mile of road (averaging 682 miles)	$2,883.10	
Operating expenses and taxes per train mile run, for trains earning revenue (2,474,824 miles)	$0.795	
Proportion of operating expenses and taxes for Iowa		$ 1,923,717.76

Expenses of running and management of passenger trains..		$ 271,794.18
Expenses of running and management of passenger trains, per train mile (803,755 miles)	$ 0.342	
Expenses of running and management of freight trains.....		593,987.19
Expenses of running and management of freight trains, per train mile (1,671,069 miles).....	$0.355	
Expenses of running and management of all trains earning revenue.....	$0.351	
Percentage of expenses to income.....	68.97 to 100	

GENERAL RECAPITULATION.

Total income	$ 2,850,853.66
Total operating expenses and taxes.....	1,966,275.92
Net income above operating expenses and taxes.....	884,577.74
Net income above operating expenses, taxes, interest and rentals.....	363,477.74

Gross income per train mile run (2,690,670 miles)....$ 1.0634

Net income per train mile run (2,680,670 miles) 0.13558

Percentage of net income to stock and debt, 2.246 based on income.

Percentage of net income to cost of road and equipment, 2.521, based on income.

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year.....	None.
Surplus at the close of the year.....	None.
The amount invested in railroad stocks.....	None.
Give the name of each road, and the number of shares owned in each of them and the par value of shares.....	None.
Amount in material and balances from other roads.....	$ 264,554.51

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS. JUNE 30, 1883.

DEBIT.

Capital stock.....		$ 10,000,000.00
Funded debt:		
Bonds, Burlington, Cedar Rapids & Northern Railway, five per cent, currency.....	$6,500,000.00	
Bonds, Minneapolis & St. Louis Railway, seven per cent, gold.....	150,000.00	
Bonds, Cedar Rapids, Iowa Falls & Northwestern Railway, six per cent, currency.....	825,000.00	
Bonds, Cedar Rapids, Iowa Falls & Northwestern Railway, five per cent.....	1,905,000.00	
Bonds, Iowa City & Western Railway, seven per cent.....	584,000.00	
		9,964,000.00

Unfunded debt:		
Vouchers and pay rolls	$ 196,837.12	
Bills payable	518,084.47	
		714,921.59
Income:		
Lots leased and sold	$ 1,778.60	
Miscellaneous	60,714.90	
Net earnings	2,924,146.99	
		2,986,640.49
Total		$ 23,665,562.08

CREDIT.

Cost of consolidated road:		
Equipment and property, June 30, 1883		$ 14,414,306.03
Proprietary railroad:		
Chicago, Clinton & Western Railway		297,016.17
Cost of leased lines:		
Iowa City & Western Railway	$ 646,680.34	
Cedar Rapids, Iowa Falls & Northwestern Railway	2,916,311.68	
		3,562,992.02
Coupon interest:		
Amount paid to June 30, 1883		521,130.00
Assets:		
Capital stock not issued		4,500,000.00
Due from railway and express companies	$ 99,778.17	
Due from station balances	37,065.15	
Due from bills receivable	415.00	
Real estate	29,500.90	
Cash on hand	38,582.30	
		205,341.52
Material and fuel account:		
Machinery department	$ 66,200.84	
Engineer department	98,576.50	
		164,776.34
Total		$ 23,665,562.08

DESCRIPTION OF ROAD.

Length of main line of road from Burlington to Albert Lea, Minnesota	*253.21
Length of main line of road in Iowa	240.64
Length of main line of road in Minnesota	12.57
Branches owned by this company:	
Milwaukee Division, from Linn to Postville	93.13
Muscatine Division, from Muscatine to Riverside	30.58
Pacific Division, from Vinton to Holland	48.12
Iowa City Division, from Elmira, to What Cheer and Thornburg to Montezuma	83.02
Iowa Falls Division, from Holland to Worthington	181.51
Chicago, Clinton & Northwestern Railway from Noel to Clinton	23.30
Total length of branches owned by this company	460.66
Total length of branches owned by this company in Iowa	447.25
Minnesota, State line to Worthington	†13.41
Total length of road belonging to this company	702.48
Aggregate length of sidings and other tracks not above enumerated	73.16
Same in Iowa	68.22
Aggregage length of track, computed as single track, exclusive of sidings	713.87
Same in Iowa	687.89
Total length of steel rails in tracks in Iowa, exclusive of sidings	416.26
Total length of iron rails in tracks in Iowa, exclusive of sidings	271.66
Weights per yard, steel 52, 56, and 60.	
Weights per yard, iron 52, and 54.	
Gauge of track 4 feet 8½ inches.	

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:	
Central Iowa Railway, from Manly Junction to Northwood.	11.39
Total length of above roads in Iowa	11.39
Total miles of road operated by this company	713.87
Total miles of road operated by this company in Iowa	687.89

*Includes 11.39 miles from Manly Junction to Northwood, which are leased from the Central Iowa Railway.

†The extension of the Iowa Falls Division from Emmetsburg to Worthington was completed on or about Nov. 1, 1882.

STATIONS.

Number of stations on all roads owned by this company.....	102
Same in Iowa.....	98
Number of stations on all roads operated by this company....	102
Same in Iowa.....	98
Number of telegraph offices in stations in Iowa.....	98

EMPLOYES.

Number of persons regularly employed on all roads operated by this company.....	2,233
Amount paid employes, including officials, on all roads operated by this company, entire line.....	$ 1,102,334.38

BRIDGES IN IOWA.

	No.	Aggregate Length. Feet.	In.
Wooden truss bridges over 100 feet in length.....	2	292	
Combination bridges over 100 feet in length.....	17	4,770	1½
Iron bridges over 100 feet in length.....	1	113	
Wooden truss bridges under 100 feet in length.....	36	2,204	
Wooden trestle and pile.....	934	54,408	

ARCH CULVERTS AND VIADUCTS IN IOWA.

Less than 20 feet opening.....	4

BOX CULVERTS IN IOWA.

Timber.....	967
Stone.....	78

CATTLE GUARDS.

Number in Iowa.....	1,080

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.).....	261,249
Give the average number of years the trestle and pile bridges last on your road in Iowa.....	7
Give the average number of years that wooden truss bridges last on your road in Iowa.....	8

ROAD-BED AND TRACK.

Number of track sections in Iowa	116
Average length of sections, miles	6.35
Average number of men in each section gang	5 1-6
*Number of new ties laid in track during the year in Iowa	140,580
*Average number of new ties per mile of road	218
*New rails laid in track during the year in Iowa—steel (2252 175-2240 tons), miles	27.5
*Total track laid with new rails during the year in Iowa, miles	27.5

What is the average number of years that iron rails last in your track on main line in Iowa? From three to four years.

What is the average number of years that iron rails last in your track on branches in Iowa? From four to eight years.

What is the average number of years that steel rails last in your track on main line in Iowa? Steel laid in 1876 still good.

What is the average number of years that ties last in your track in Iowa? White oak, six years; soft wood, four years.

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Burlington & Pacific Railroad, at Morning Sun.
Chicago, Rock Island & Pacific Railroad, at Columbus Junction.
Muscatine Division B., C. R. & N. Railroad, at Nichols.
Chicago, Rock Island & Pacific Railroad, at West Liberty.
Chicago & Northwestern Railroad, at Cedar Rapids.
Illinois Central Railroad, at Cedar Falls.
Dubuque & Dakota Railroad, at Clarkesville.
Chicago, Milwaukee & St. Paul Railroad, at Nora Junction.
Chicago, Milwaukee & St. Paul Railroad, at Plymouth Junction.
Illinois Central Railroad, at Independence.
Chicago, Milwaukee & St. Paul Railroad, at Donnan.
Central Iowa Railroad, at Abbott.
Wisconsin, Iowa & Nebraska Railroad, at Reinbeck.
Illinois Central Railroad, at Iowa Falls.
Chicago & Northwestern Railroad, at Goldfield.
Minneapolis & St. Louis Railroad, at Livermore.
Chicago, Milwaukee & St. Paul Railroad, at Emmetsburg.
Chicago, Milwaukee & St. Paul Railroad, seven miles north of Emmetsburg.
Chicago, Milwaukee & St. Paul Railroad, at Noels.

What railroads cross your road, either over or under, and at what locality?

Chicago, Milwaukee & St. Paul Railroad, at Linn Junction, overhead, main line.

* Does not include new road from Emmetsburg to Worthington.

Chicago, Milwaukee & St. Paul Railroad, at Linn Junction, overhead, Milwaukee division.

Chicago, Rock Island & Pacific Railroad, Iowa City, overhead, Iowa City division.

Number of highway crossings at grade	767
Number of highway crossings at which there are flagmen	1
Number of highway crossings over railroad	2
Number of highway crossings under railroad	2
Number of highway bridges eighteen feet above track	1
Number of highway bridges less than eighteen feet above track	1

FENCING IN IOWA.

How many miles of fencing have you on your road	389.73
What is the average cost per rod, $	1.00
What is the total cost of same $	124,713.60
How many miles of new fencing have you built during the year	66¼
Give the nnmber of miles needed on both sides of your track in each county in Iowa.	
In Des Moines county	0.71
In Benton county	9.20
In Black Hawk county	3.25
In Bremer county	....
In Butler county	1.10
In Floyd county	5.90
In Cerro Gordo county	....
In Worth county	16.50
In Linn county	8.40
In Buchanan county	19.00
In Fayette county	25.00
In Winneshiek county	1.00
In Allamakee county	1.30
In Muscatine county	7.00
In Johnson county	13.00
In Washington county	24.50
In Tama county	11.00
In Grundy county	18.90
In Hardin county	13.20
In Wright county	23.30
In Humboldt county	21.30
In Kossuth county	4.30
In Palo Alto county	15.50
In Emmet county	16.22
In Dickinson county	27.08
In Franklin county	11.50
	298.16

ROLLING STOCK.

		Owned.	Total.
Number of locomotives		76	76
Number of passenger cars, including directors' and pay car		24	24
Number of baggage, mail and express cars		24	24
Number of box freight cars		2,263	2,263
Number of stock cars		109	109
Number of platform cars and coal cars		485	485
Number of other cars:			
Way cars	62		
Wrecking car, pile driver and snow plow	3	65	65
Total cars		2,970	2,970

Maximum weight of locomotives and tenders, tons	70
Average weight of locomotives and tender, tons	54
Number of locomotives equipped with train brake	22
Kind of brake, Westinghouse air-brake.	
Maximum weight of passenger cars, tons	24
Average weight of passenger cars	22
Number of cars equipped with train brake	48
Kind of brake, Westinghouse air-brake.	

The amount of tonnage that can be carried over your road exclusive of cars by an engine of given weight. Weight of engine 36¼ tons, 250 tons.

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	803,755
Miles run by freight trains during the year	1,671,069
Miles run by switching trains during the year	205,846
Miles run by other trains during the year	50,295
Total train mileage	2,730,965

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	4
Average weight of passenger trains, exclusive of passengers, tons	96
Average number of cars in freight trains	18
Average weight of freight trains, exclusive of freight, tons	250

PASSENGER TRAFFIC.

Number of through passengers carried	7,291
Number of local passengers carried	598,945
Total number of passengers carried	606,236
Total passenger mileage, or passengers carried one mile	27,006,895
Through passengers carried one mile	1,844,523
Local passengers carried one mile	25,162,372
Average distance traveled by each passenger, miles:	
By through passengers	252.90
By local passengers	42.01
Average amount received from each passenger	$ 1.092
Highest rate of fare per mile for any distance, cents	3½
Lowest rate of fare per mile for any distance, cents	3
Average rate of fare per mile for all passengers, cents	2.63

FREIGHT TRAFFIC.

Number of tons of through freight carried	1,177,774
Number of tons of local freight carried	452,593
Total tons of freight carried	1,630,367
Total mileage of through freight (tons carried one mile)	142,467,440
Total mileage of local freight (tons carried one mile]	25,726,414
Total freight mileage, or tons carried one mile	168,193,854
Average rate per ton per mile received for all freight, cents	1.224
Average rate per ton per mile received from freight to and from other roads	Not kept.
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa. (This should not include fuel or any material for the use of the road	As 1 to 2⅞

CAR MILEAGE.

Number of miles run by loaded freight cars south	5,405,814
Number of miles run by loaded freight cars north	11,636,644
Number of miles run by empty freight cars east and north	6,981,668
Number of miles run by empty freight cars west and south	841,320
Total freight car mileage	24,865,446
Percentage of empty freight cars hauled east and north to all freight cars hauled east and north	6.7
Percentage of empty freight cars hauled west and south to all freight cars hauled west and south	56.4

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles	25
Rate of speed of freight trains, including stops, miles	11

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	189,837	11.64
Flour and bran	160,511	9.85
Provisions (beef, pork, lard, etc.)	27,271	1.67
Animals	134,012	8.22
Other agricultural products, seeds (principally flax)	32,265	1.98
Lumber and forest products	150,422	9.23
Coal	567,178	34.79
Plaster, lime, cement, stone, and brick	46,479	2.85
Agricultural implements	17,338	1.06
Butter and eggs	2,617	0.16
Iron, steel, and castings	48,168	2.95
Manufactures—articles shipped from point of production	44,166	2.71
Merchandise, and other articles not enumerated above	210,103	12.89
Total tons carried	*1,630,367	100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	38,332	9.28
Flour and bran	8,085	1.95
Provisions (beef, pork, lard, etc.)	97	0.42
Animals	52,130	12.62
Other agricultural products, seeds (principally flax)	10,867	2.63
Lumber and forest products	74,535	18.04
Coal	157,658	38.16
Plaster, lime, cement, stone, brick, and salt	25,528	6.18
Agricultural implements	811	0.20
Butter and eggs	905	0.22
Iron, steel, and castings	423	0.10
Manufactures—articles shipped from point of production	6,649	1.61
Merchandise, and other articles not enumerated above	37,121	8.99
Total tons carried	413,141	100

* June approximated.

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such [express company? The American Express Company, which pays us $125 per day. The United States Express Company, which pays us $10 per day.

What amount have you paid other corporations, car loaning companies [stock companies], or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each? Oliver Adams, agent; general office, New York; amount paid, $5,261.00. Final payment made September, 1882.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? The Pullman sleepers run on this road; we pay three cents per mile; by Pullman Palace Car Company; from $1.50 to $2.00.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings? Paid to Pullman Palace Car Co. $5,744.18; three cents per mile paid to the treasurer of the Pullman Palace Car Co.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? We received for transporting the mail for the year ending June 30, $40,822.44.

What amount have you paid for receiving and delivering mail to and from stations on your road? $1,541.18.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? The Western Union Telegraph Co.; 692 miles.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

KILLED.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882.				
July	28	J. Smith, farmer	Emmetsburg	Walking on track; intoxicated; carelessness.
October	15	P. Callaghan, tramp	Linn Junction	As above
October	24	W. Meadows, boy	West Branch	Fell from train while stealing a ride.
1883.				
January	8	Thomas Scott, passenger	Norris	Collision of passenger train, on account of slight variation in time by watches of conductors.
January	11	A. Bryant, fireman	Traer	Engine jumped track in snow drift; accidental.
February	23	Wardell Metzgar, boy	Holland	Playing around cars; trespassing.
March	2	Wm. Phillips, laborer	What Cheer	Walking on track at night; intoxicated; trespassing.
March	26	A. Palma, brakeman	Waterloo	Fell from train; accidental.
April	18	F. Neglon, engineer	Greatinger	Fell from train; accidental.
May	31	J. Millison, citizen	Iowa Falls	Threw himself in front of train; supposed suicide.
June	25	H. Grotto, blacksmith	Burlington	Walking on track; trespassing.

INJURED.

1882.				
July	1	E. Heaton, passenger	Port Allen	Train ditched; accidental.
July	5	J. Cavolin, sectionman	Estherville	Rail fell on foot; lack of caution.
July	21	T. Haley, fireman	Cedar Rapids	Fell from engine; accidental.
August	20	L. C. Chase, engineer	Vinton	Jumped from engine; carelessness.
August	28	D. B. Whiteside, brakeman	West Liberty	Fell from train; accidental.
August	29	O. Slota, boy	Iowa City	Carriage collided with engine; carelessness of driver.
August	29	J. Slota, boy	Iowa City	As above.
September	9	E. Mal ne, brakeman	Palo	Slipped from car; lack of caution.
Septemb'r	13	Mrs. M. S. Hall	La Porte	Wagon upset by freight train; lack of caution by train men.
Septemb'r	26	C. Neiman, section man	Iowa City	Struck by a rail; lack of caution.
October	4	D. Heriby, section man	Clermont	Fell from dump car; accidental.
October	10	J. Hubrank, section man	Iowa City	Crawled under freight car, to get out of train; carelessness.
October	13	H. Betner, section man	Maynard	Slipped from dump car; accidental.
November	12	C. Gray, brakeman	Rockford	Coupling cars; want of caution.
November	19	B. Darling, brakeman	Shell Rock	Fell from train; accidental.

1882.				
November	28	G. Snyder, switchman	Cedar Rapids	Coupling cars; want of caution.
December	23	A. Ralon, brakeman	Cone	Slipped from freight car; accidental.
December	28	J. J. Hall, carpenter	Spirit Lake	Fell from train while stealing ride; trespassing.
1883.				
January	2	F. F. Wolf, switchman	Cedar Rapids	Coupling; accidental.
January	3	J. L. Sawyer, laborer	Brainard	Slipped from hand car; accidental.
January	8	J. A. Ryan, passenger	Norris	Collision of passenger train on account of variation in time by watches of conductors; accidental.
January	8	A. J. Moye, passenger	Norris	Collision of passenger train on account of variation in time by watches of conductors; accidental.
January	8	C. W. Brainard, passenger	Norris	Collision of passenger train on account of variation in time by watches of conductors; accidental.
January	8	T. E. Dunbar, passenger	Norris	Collision of passenger train on account of variation in time by watches of conductors; accidental.
January	8	J. Gilbert, passenger	Norris	Collision of passenger train on account of variation in time by watches of conductors; accidental.
January	11	E. Darling, fireman	Traer	Engine jumped track in snow drift; accidental.
January	26	O. W. Moor, fireman	Traer	Broken rail; accidental.
January	29	George Shultz, carpenter	Toddville	Broken rail; accidental.
March	3	Wm. Haley, brakeman	Cedar Rapids	Coupling: accidental.
March	10	Wm. Fulmer, section hand	Cedar Rapids	Frog fell on foot; accidental.
April	2	J. G. McNamara, switchman	Cedar Rapids	Coupling; accidental.
April	3	J. Conway, farmer	Wapello	Stealing ride; trespassing.
April	12	M. Morehead, switchman	Cedar Rapids	Coupling; accidental.
May	28	W. L. Stockton, brakeman	La Porte	Fell off train; accidental.
June	4	E. O'Brien, brakeman	Waterloo	Coupling; want of caution.
June	7	S. Saint, brakeman	Nora Junction	Fell from train; accidental.
June	30	W. L. Hyde, switchman	Cedar Rapids	Fell from train; accidental.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Derailments	....	1	....	1	3	....
Collisions	1	....	....	5	....	....
Coupling cars	....	....	....	....	7	....
Falling from trains	....	2	....	....	7	....
Getting on and off trains	....	....	....	....	2	....
Highway crossings	....	....	....	....	....	3
Miscellaneous	....	....	....	....	6	1
Stealing rides	....	....	1	....	....	2
Trespassers on track	....	....	6	....	....	....
Total	1	3	7	6	25	6

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	11
Number of persons injured during the year	37
Number of casualties purely accidental during the entire year	26
Number resulting from lack of caution, carelessness, or misconduct	13
Number of persons killed or injured while intoxicated	3
Number of trespassers on track killed or injured	6
Number of tramps or others stealing rides killed or injured	3
Suicides in Iowa	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Judge J. Tracy, Burlington, Iowa.
Vice-President—None.
Secretary—S. S. Dorwart, Cedar Rapids, Iowa.
Treasurer—H. H. Hollister, New York City.
Assistant Treasurer—C. Stickney, Cedar Rapids, Iowa.
General Superintendent—C. J. Ives, Cedar Rapids, Iowa.
Assitsant General Superintendent—Robert Williams, Cedar Rapids, Iowa.
Division Superintendent—John C. Fox, Cedar Rapids, Iowa.
Chief Engineer—H. F. White, Cedar Rapids, Iowa.
Auditor—J. C. Brocksmit, Cedar Rapids, Iowa.
General Passenger Agent—B. F. Mills, Cedar Rapids, Iowa.
General Freight Agent—J. E. Utt, Cedar Rapids, Iowa.
Attorney—S. K. Tracy, Burlington, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Judge J. Tracy, Burlington, Iowa.
Charles Bard, Norwich, Connecticut.
C. D. Close, Iowa City, Iowa.
J. W. Blythe, Burlington, Iowa.
J. C, Peasley, Chicago, Illinois.
C. Lynde, Rock Island, Illinois.
J. N. Dewey, Des Moines, Iowa.
John I. Blair, Blairstown, New Jersey.
E. S. Bailey, Clinton, Iowa.
C. P. Squires, Burlington, Iowa.
Lyman Cook, Burlington, Iowa.
F. H. Griggs, Davenport, Iowa.
J. Cascadden, Muscatine, Iowa.

Date of annual meeting of stockholders, third Tuesday of February in each year.

Fiscal year of company ends December 31st.

General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA, }
COUNTY OF LINN. } ss.

C. J. Ives, General Superintendent of the Burlington, Cedar Rapids and Northern Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed) C. J. IVES,
[R. R. SEAL.] *General Sup't B., C. R. & N. R'y.*

Subscribed and sworn to before me, this 13th day of September, A. D. 1883.

GEO. W. BEVER,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads this 14th day of September, A D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CENTRAL IOWA RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association...	$ 19,000,000.00	
Amount authorized by vote of the company.....	19,000,000.00	
Amount issued, number of shares, 77,185; amount paid in....		$ 7,718,500.00
Amount of common stock issued, 56,437 shares.....		5,643,700.00
Amount of preferred stock issued, and conditions of preferment, 7 per cent.....		2,074,800.00
Total amount paid in as per books of the company.....		$ 7,718,500.00
Amount of stock per mile of road, main line	$ 23,250.00	
Amount of stock per mile of road, branches.....	15,000.00	
Amount of stock representing the road in Iowa..	7,718,500.00	
Amount of stock held in Iowa.....	86,000.00	
Total number of stockholders.....	877	
Number of stockholders in Iowa.....	9	

DEBT.

Funded debt as follows:	
Bonds due 1899, rate of interest 7 per cent.....	$ 3,700,000.00
Interest paid on same during the year.....	
Bonds due 1912, rate of interest 6 per cent.....	2,715,000.00
Interest paid on same during the year.....	
Bonds due at pleasure, rate of interest 7 per cent.....	629,000.00
Interest paid on same during the year.....	
Total amount of funded debt.....	$ 7,044,000.00
Floating debt:	
Incurred for car trust certificates.....	$ 526,000.00
Total amount of debt liabilities.....	$ 7,718,500.00

Amount of debt per mile of road.....	$ 17,158.72
Total amount of stock and debt.....	15,288,500.00
Amount of stock and debt per mile of road.....	35,960.50

COST OF ROAD AND EQUIPMENT.

Total expended for construction, approximated		$ 14,589,784.65
Average cost of construction per mile of road (410.523) miles	$ 35,540.00	
Proportion of cost of construction for Iowa	14,589,784.65	

COST OF EQUIPMENT.

Locomotives		$ 200,000.00
Snow plows on wheels		1,000.00
Passenger, mail, baggage, and express cars		63,000.00
Freight and other cars		283,200.00
Wrecking cars, pile drivers, and tools		4,000.00
Total for equipment		$ 551,200.00
Average cost of equipment per mile of road operated by company (415.583 miles)		1,326.00
Proportion of cost of equipment for Iowa	$ 551,200.00	
Total cost of road and equipment, approximated		$ 15,140,984.65
Proportion of cost of road and equipment for Iowa		$ 15,140,984.65
Average cost of road and equipment per mile in Iowa (410.523 miles)	$ 36,882.00	

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading	$ 9,228.79
Bridging and masonry	449.98
Superstructure, including rails	35,587.59
Land, land damages, and fences	25,490.43
Passenger and freight stations, coal sheds, and water stations	3,383.72
Engine houses, car sheds, and turntables	6,115.15
Machine shops, including machinery and tools	9,710.35
Engineering, agencies, salaries and other expenses during construction	557.60
Purchase of other roads (specifying same), and all particulars: Information not in Marshalltown office.	
Total for construction	$ 90,523.61

EQUIPMENT.

Freight and other cars		$ 7,075.96
Wrecking cars, pile drivers, and tools		1,209.61
Total for equipment		$ 8,285.57
Total expenditures charged to property accounts		$ 98,809.18
Property sold (or reduced in valuation on the books) and credited property accounts during the year (specifying same):		
Mason City Elevator	$ 1,953.17	
Standard Coal Mine Switch	6,096.59	
Improvements on branches credited	7,189.49	
Real estate	370.00	
		$ 15,609.25
Net addition to property account for the year		$ 83,199.93

GENERAL EXHIBIT.

Total earnings		$ 1,230,060.48
Total expenses, including taxes		795,449.91
Net earnings		434,610.57
Rentals, specifying amount paid to each company:		
To Chicago, Rock Island & Pacific Railway Company, included in above expenses	$ 6,000.00	
Interest paid during the year		313,000.00
Interest paid on car trust certificates		49,195.00
Balance for the year		72,415.57
Floating debt liquidated during the year		
Balance at commencement of the year		366,275.16
Balance at the close of the year, June 30, 1883		438,690.73
Income from other sources than earnings:		
Collections, Central Railroad of Iowa accounts	$ 239.67	
Collections, Marshall tax	202.83	
Real estate	370.00	
		812.50
Total income from all sources for the year		$ 1,230,872.98

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 179,923.76	
From through passengers	55,519.81	
From all passengers		$ 235,443.57
From express and baggage, $10,423.89, $2,594.07		13,017.96
From mails		15,270.60
From other sources, passenger department		499.92
Total earnings, passenger department		264,232.05
Earnings per train mile run (211,206 miles), $1.251.		
Earnings, freight:		
From local	$ 648,243.78	
From through	266,960.46	
Total earnings, freight department		915,204.24
Earnings per train mile run (702,387 miles), $1.303.		
Total transportation earnings		1,179,436.29
Earnings per train mile run, from all trains earning revenue (913,593 miles), $1.291.		
Earnings per mile of road operated (415.583 miles), $2,838.03.		
Proportion of earnings for Iowa. All.		
Rents received for use of road		14,000.00
Rents received for use of stations, etc		1,539.17
Car mileage (credit balances)		21,540.64
Income from all other sources:		
Amount charged for use of engines	$ 8,586.50	
Profit on various sales	4,050.03	
Profit on rolling stock built and sold	664.30	
Numerous small items	243.55	
		13,544.38
Total income from all sources		$ 1,230,060.48

Proportion of income for Iowa, $1,230,060.48.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Snow shoveling and fencing	$	13,227.59
Repairs of road-bed and track		66,387.58
Freshet repairs		149.10
Renewal of rails (deducting old iron)		15,827.16
No. tons laid, steel, 1,505.1111-2240.		
Renewal of frogs, spikes, splices and bolts		6,876.12
Ballast		29,416.42
Renewal of ties		32,617.96
No. laid, 85,423.		
Renewal of water-works		1,978.16
Repairs of bridges, including culverts and cattle-guards		23,785.74
Renewal of bridges		3,235.64
Repairs of fences, road-crossings and signs		4,407.61
Repairs of tools and machinery		17,639.76
Repairs of buildings, stations and water-tanks		11,602.80
Total	$	227,151.64

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$	57,164.04
Repairs of passenger cars		8,940.08
Repairs of freight cars and renewals		48,693.24
Total	$	114,797.36

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	79,057.68
Water supply		3,557.69
Oil and waste		10,297.91
Locomotive service		78,089.67
Passenger train service		11,656.47
Passenger train supplies		3,037.61
Mileage of sleeping cars (debit balance)		907.04
Freight train service		51,149.99
Freight train supplies		6,339.37
Conducting transportation—Newton & Brighton branches		14,436.67
Telegraph expenses (maintenance and operating)		13,028.65
Damage and loss of freight and baggage		451.20
Damages to property and cattle		2,966.23
Personal injuries		5,393.80
Agents and station service		36,895.62
Station supplies		8,765.22
Total	$	326,030.82

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	31,393.28
Legal expenses		7,608.47
Insurance		3,099.12
Stationery and printing		10,882.12
Outside agencies and advertising		3,872.44
Contingencies		36,374.59
Taxes in Iowa		34,240.07
Total	$	127,470.09

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	227,151.64
Maintenance of motive power and cars		114,797.36
Conducting transportation		326,030.82
General expenses, including taxes		127,470.09
Total operating expenses and taxes	$	795,449.91

Operating expenses and taxes per mile of road, $1,914.05.
Operating expenses and taxes per train mile run, for trains earning revenue (913,593 miles), $0.87.
Proportion of operating expenses and taxes for Iowa. All.
Percentage of expenses to income, 64.66.

GENERAL RECAPITULATION.

Total income	$	1,230,060.48
Total operating expenses and taxes		795,449.91
Net income above operating expenses and taxes		434,610.57
Net income above operating expenses, taxes, interest and rental		72,415.57

Gross income per train mile run (913,593 miles), $1.346.
Net income per train mile run (913,593 miles), $0.466.
Percentage of net income to stock and debt, 2.94.
Percentage of net income to cost of road and equipment, 2.87.
Are charges for the transportation of the company's supplies included in the earnings as reported for your road? Only a small proportion, *i. e.*, supplies on through billing from Chicago or St. Louis.

SURPLUS.

Surplus at the commencement of the year		
Surplus at the close of the year		$ 438,690.73
Due on vouchers and accounts		359,691.17
		$ 798,381.90
The amount of its own stock or bonds owned by the company.		
Total amount absorbed in construction and old indebtedness		378,484.65
Amount absorbed in leased rolling stock		84,335.43
Amount in material, balances from other roads and cash		335,561.82
		$ 798,381.90

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1888.

DEBIT.

Cost of all construction, equipment and franchises		$ 14,762,500.00
Charges to construction and equipment		273,768.70
Paid on old indebtedness (old company)		104,715.95
Leased rolling stock		610,335.43
Miscellaneous book accounts	$ 152,891.33	
Due from stations	8,950.54	
Material on hand	73,575.47	
Old iron and scrap on hand	61,471.46	
Bills receivable	763.05	
Cash on hand	37,909.97	
		335,561.82
		$ 16,086,881.90

CREDIT.

Capital stock	$ 7,718,500.00
Funded debt	7,044,000.00
Car trust certificates	526,000.00
Vouchers and accounts	359,691.17
Profit and loss balance	438,690.73
	$ 16,086,881.90

DESCRIPTION OF ROAD.

Length main line of road from Albia to Northwood, miles....	189.14
Length main line of road in Iowa	189.14
Branches owned by this company:	
Muchakinock Branch.....	1.50
Belmond Branch	22.203
Story City Branch	34.51
State Center Branch.....	26.64
Montezuma Branch	13.612
Newton Branch	27.748
Eastern Division Branch.....	95.17
Total length of branches owned by this company in Iowa.	221.383
Total length of road belonging to this company in Iowa.....	410.523
Aggregate length of sidings and other tracks not above enumerated.....	47.079
Aggregate length of track, computed as single track, exclusive of sidings, in Iowa.....	410.523
Total length of steel rails in tracks in Iowa, exclusive of sidings	123.05
Total length of iron rails in tracks in Iowa.....	287.473

Weights per yard, steel, 52 to 56 pounds.
Weights per yard, iron, 52 to 56 pounds.
Gauge of track, 4 feet, 8½ inches.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each.	
Eddyville transfer to Ottumwa.....	16.70
Total length of all roads in Iowa.....	427.223
Less distance—Manly Junction to Northwood leased to Burlington, Cedar Rapids & Northern Railway Company.....	11.64
If any part of the road was first opened for operation during the past year, state the date. November 1st, Oskaloosa to Brighton; November 1st, Newton Branch; February 1st, Brighton east to Morning Sun.	
Total miles of road operated by this company in Iowa	415.583

STATIONS.

Number of stations on all roads owned by this company	76
Number of stations on all roads operated by this company....	74
Number of telegraph offices in stations in Iowa	63

EMPLOYES.

Number of persons regularly employed on all roads operated by this company, average	1,250
Amount paid employes, including officials, on all roads operated by this company in Iowa	$ 541,015.07

BRIDGES IN IOWA.

	No.	Aggregate Length.
Wooden truss bridges over 100 feet in length	11	2,290
Combination bridges over 100 feet in length	3	388 6-12
Wooden truss bridges under 100 feet in length	2	84
Combination bridges under 100 feet in length	4	384 6-12
Wooden trestle and pile	412	44,086 10-12

BOX CULVERTS IN IOWA.

Stone	2	225

CATTLE GUARDS.

Number of in Iowa	665

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M)	222,852
Give the average number of years the trestle and pile bridges last on your road in Iowa	10
Give the average number of years that wooden truss bridges last on your road in Iowa	9

ROAD-BED AND TRACK.

Number of track sections in Iowa	55
Average length of sections	7.4 miles
Average number of men in each section gang	5½
Number of new ties laid in track during the year in Iowa	85,423
Average number of new ties per mile of road	208
New rails laid in track during the year in Iowa—steel (1,505 1111-2240), tons—miles	17.05
Total track laid with new rails during the year in Iowa, miles.	17.05

What is the average number of years that iron rails last in your track on main line in Iowa? Ten.

What is the average number of years that iron rails last in your track on branches in Iowa? Branches new.

What is the average number of years that steel rails last in your track on main line in Iowa? Steel new.

What is the average number of years that ties last in your track in Iowa? Oak, 7 to 8; cedar, 6.

What railroad crosses your road at grade, and at what locality?

Chicago, Milwaukee & St. Paul Railroad, Austin Branch, at Mason City.
Chicago, Milwaukee & St. Paul Railroad, Calmar Branch, at Mason City.
Illinois Central Railroad, at Ackley.
Burlington, Cedar Rapids & Northern Railroad, Pacific Division, at Abbott.
Chicago & Northwestern Railroad, T. & N. W. Branch, at Gifford.
Chicago & Northwestern Railroad, at Marshalltown.
Chicago, Rock Island & Pacific Railroad, at Grinnell.
Chicago, Rock Island & Pacific Railroad, K. & D. M. Division, at Givin.
Chicago, Burlington & Quincy Railroad, at Albia.
Chicago, Milwaukee & St. Paul Railroad, Council Bluffs Division, at State Center Junction.
Burlington & Northwestern Railroad (narrow gauge), at Brighton.
Burlington & Western Railroad (narrow gauge), at Winfield.
Burlington, Cedar Rapids & Northern Railroad (main line), at Morning Sun.

What railroads cross your road, over or under, and at what locality?

Chicago, Milwaukee & St. Paul Railroad, Council Bluffs Division, two miles south of Dillon.
Chicago, Rock Island & Pacific Railroad, Washington Branch, at Oskaloosa.
Chicago, Rock Island & Pacific Railroad, Southwestern Division, at Brighton.

Number of highway crossings at grade	377
Number of highway crossings at which there are flagmen	2
Number of highway crossings over railroad	3
Number of highway crossings under railroad	5
Number of highway bridges 18 feet above track	3
Number of highway bridges less than 18 feet above track	None.

FENCING IN IOWA.

How many miles of fencing have you on your road? (400 single)	200 (road)
What is the average cost per rod? (This year)	55 cts.
What is the total cost of same?	$ 17,600.00
How many miles of new fencing have you built during the year	50 (road)
Give number of miles needed on both sides of your track in each county in Iowa? Total	360

ROLLING STOCK.

	Leased.	Owned.	Total.
Number of locomotives	25	25	50
Number of passenger cars	4	10	14
Number of baggage, mail, express cars, and combination cars	3	8	11
Number of box freight cars	250	362	612
Number of stock cars		40	40
Number of coal cars	300	286	586
Number of other cars		20	20
Total	557	726	1,283

Maximum weight of locomotives and tenders, tons	58
Average weight of locomotives and tenders, tons	50
Number of locomotives equipped with train brake	10
Kind of brake. Westinghouse.	
Maximum weight of passener cars, tons	19
Average weight of passenger cars, tons	18
Number of cars equipped with train brake	25
Kind of brake. Westinghouse.	
Number of passenger cars equipped with Miller platform and buffer	25
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, 50 tons, tons	315

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	211,206
Miles run by freight trains during the year	702,387
Miles run by other trains during the year—work	53,976
Total train mileage	967,569

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	34
Average weight of passenger trains, exclusive of passengers (cars only)	67 tons.
Average number of cars in freight trains (main line and branches)	13 46-100
Average weight of freight trains, exclusive of freight (cars only)	120 tons.

PASSENGER TRAFFIC.

Number of through passengers carried	22,627
Number of local passengers carried	247,047
Number of special ticket passengers carried	5,372
Total number of passengers carried	269,674
Total passenger mileage, or passengers carried one mile	7,295,453
Average distance traveled by each passenger, miles	27.05
Average amount received from each passenger, cents	87 4-10
Highest rate of fare per mile for any distance	3¼
Lowest rate of fare per mile for any distance, cents	2
Average rate of fare per mile for all passengers	3 23-100

FREIGHT TRAFFIC.

Number of tons of through freight carried	138,269
Number of tons of local freight carried	598,425
Total tons of freight carried	736,694
Total mileage of through freight (tons carried one mile)	7,374,607
Total mileage of local freight (tons carried one mile)	58,622,142
Total freight mileage or tons carried one mile	65,996,749
Average rate per ton per mile received for through freight cents	3 62-100
Average rate per ton per mile received for local freight, cents.	1 1-10
Average rate per ton per mile received for all freight, cents	1 38.100
Average rate per ton per mile received from freight to and from other roads	3 62-100

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	856,687
Number of miles run by loaded freight cars west and north	4,839,147
Number of miles run by empty freight cars east and south	4,557,165
Number of miles run by empty freight cars west and north	386,734
Total freight car mileage	10,639,733
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	84 46-100
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	7 4-10

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	22 to 29
Rate of speed of freight trains, including stops, miles per hour	12 to 15

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	65,892	08.9
Flour	2,154	00.3
Animals	21,095	02.9
Lumber and forest products	35,910	04.9
Coal	540,653	73.4
Plaster, lime, and cement	4,486	00.6
Salt	1,411	00.2
Petroleum and oil	462	....
Iron, steel, and castings	4,222	00.6
Stone and brick	7,402	00.1
Merchandise, and other articles not enumerated above	53,007	07.2
Total tons carried	736,694	100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	65,892	08.9
Flour	2,154	03.
Animals	21,095	02.9
Lumber and forest products	35,910	04.9
Coal	540,653	73.4
Plaster, lime, and cement	4,486	00.6
Salt	1,411	00.2
Petroleum	462	....
Iron, steel, and castings	4,222	00.6
Stone and brick	7,402	01.
Merchandise, and other articles not enumerated above	53,007	07.2
Total tons carried	736,694	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freight at the depot, or at the office of such express company? United States Express Company. Railway company furnishes cars, and express company messengers and agents. Freight taken and delivered at cars.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, not operating railroads, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each? Answer—Rolling stock

leased by this company secures certificates issued to the Eastern Car Trust Company of New York. Payment on certificates applies as payment on the rolling stock.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Sleeping car, Marshalltown to St. Paul. Additional charge to Sleeping Car Company.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. $907.04 to Chicago, Milwaukee & St. Paul Railway Company.

U. S. MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? $15,270.60 compensation during year—main line and branches.

What amount have you paid for receiving and delivering mail to and from stations on your road? $1,000.00.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? 410.50 miles; Western Union Telegraph Company.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882. December 15	Frank Onstott, brakeman	Muchakinock	Attempted to uncouple cars while in motion; death due to his own carelessness.
1883. April 17	— Pfau	Faulkner	Trespasser; walking on track.

INJURED.

1882. August 25	J. H. Fordice, brakeman	Grinnell	Carelessness; attempted to jump on pilot of moving engine; foot crushed.
September 28	Mrs. E. F. Williams, Mrs. Nellie McCracken and child	Hampton	Highway collision; attempted to cross track in carriage ahead of moving train.
October 2	Isaac Board, passenger	Grinnell	Collision; purely accidental; bruised.
October 4	Wm. Pierce, carpenter	Marshalltown	Fell from car while repairing it; injured in hip.
October 26	W. P. Watson, brakeman	Marshalltown	Fell from train; carelessness; foot crushed.
November 25	James Brown, switchman	Muchakinock	Carelessness in coupling; finger and thumb crushed.
December 18	Frank Coffin, brakeman	Oskaloosa	Carelessness in coupling; lost finger.
1883. February 9	J. Byron, engineer	Morning Sun	Engine broke down; purely accidental; slight internal injuries.
February 16	H. M. Ralf, brakeman	State Center Junction	Caught foot in guard rail; ribs broken.
January 31	N. B. Rayburn, laborer	Martinsburg	Attempted to board train in motion; carelessness; leg sprained.
March 1	J. McMahon, engineer	Hampton	Derailment of snow plow; purely accidental; leg broken.
March 10	Henry Elliott	Albion	Trespasser; carelessness; attempted to board moving train; foot cut off.
March 10	John McGuire, brakeman	Mason City Junction	Carelessness in coupling; lost two fingers.
April 17	John Bartlett, brakeman	Excelsior	Fell from train; carelessness; toes cut off.
April 27	John Feely, conductor	Mason City	Caught foot in guard rail; foot crushed.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Derailments	....	....	....	....	1	....
Collisions	....	....	....	1	....	....
Caught in frogs	....	....	....	....	2	....
Coupling cars	....	1	....	....	3	....
Falling from trains	....	....	....	....	2	....
Getting on and off trains	....	....	....	....	2	1
Highway crossings	....	....	....	....	....	3
Miscellaneous	....	....	....	....	2	....
Trespassers on track	....	....	1	....	....	....
Total	....	1	1	1	12	4

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	2
Number of persons injured during the year	17
Number of casualities purely accidental during the entire year	3
Number resulting from lack of caution, carelessness, or misconduct	14
Number of persons killed or injured while intoxicated	None.
Number of trespassers on track killed or injured	2

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Isaac M. Cate, Baltimore, Md.
Vice-President—Russell Sage, New York City.
Secretary—Chas. Alexander, Marshalltown.
Treasurer—D. N. Pickering, Marshalltown.
General Superintendent—D. N. Pickering, Marshalltown.
Assistant General Superintendent—J. G. Johnston, Marshalltown.
Auditor—M. C. Healion, Marshalltown.
General Passenger Agent—R. S. McMurray, Marshalltown.
General Freight Agent—Chas. A. Jewett, Marshalltown.
Attorney—H. E. J. Boardman, Marshalltown.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Russell Sage, New York City.
Thos. T. Eckert, New York City.
Geo. T. M. Davis, New York City.
Alfred P. Sully, New York City.
Giles E. Taintor, New York City.
Elijah Smith, Boston, Mass.
Isaac M. Cate, Baltimore, Md.
H. J. Boardman, Boston, Mass.
P. V. Rogers, Utica, N. Y.
Wm. Hanna, Monmouth, Ill.
D. P. Phelps, Monmouth, Ill.

Date of annual meeting of stockholders, Wednesday next preceding first Wednesday in June.

Fiscal year of company ends, December 31st.

General offices of the company are located at Marshalltowr, Iowa.

STATE OF IOWA, }
COUNTY OF MARSHALL. } ss.

D. N. Pickering, Superintendent and Treasurer, and M. C. Healion, Auditor, of the Central Iowa Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said Company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief

(Signed),

D. N. PICKERING.
M. C. HEALION.

Subscribed and sworn to before me, this 18th day of September, A. D. 1883.

[L. S.] J. HOWARD PEARSON,
Notary public in and for Marshall county, Iowa.

Received and filed in the office of the Commissioners of Railroads, this 19th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

NOTE A.—By sale and consolidation the Burlington & Missouri River R. R. Co's road, property and franchises have been merged with that of the Chicago, Burlington & Quincy R. R. Company, the managers of which have not the information necessary for answering many of the questions asked in this book. Most of the accounts of the B. & M. R. R. R. Co. were destroyed by fire in 1872.

CAPITAL STOCK.

Amount authorized by vote of the company.....	$69,650,246.51	
Amount issued, number of shares, amount paid in.....		$69,650,246.51
Amount of common stock issued.....		69,650,246.51
Total amount paid in as per books of the company.....		$69,650,246,51
Amount of stock per mile of road.....	$16,331.10	
Total number of stockholders, about.....	6,500	

DEBT.

Funded as follows:

NAME OF BOND.	When issued.	Ween due.	Rate per cent.	When payable.	Amount of bonds.
C., B. & Q. trust mortgage	Oct. 1, 1864.	Oct. 1, 1890.	7	April 1, Oct. 1	$ 654,000
C., B. & Q. plain 7s	Jan. 1, 1872.	Jan. 1, 1896.	7	Jan. 1, July 1	547,500
C., B. & Q. consol. mortgage	July 1, 1873.	July 1, 1903.	7	Jan. 1, July 1	13,946,000
C., B. & Q. second mortgage	July 1, 1860.	July 1, 1890.	4	Jan. 1, July 1	565,000
C., B. & Q. 5s of 1895	June 1, 1875	June 1. 1895	5	June 1, Dec. 1	378,000
C., B. & Q 5s of 1901	Oct. 1, 1876.	Oct. 1, 1901.	5	April 1, Oct. 1	2,325,000
C., B. & Q. Iowa mortgage	Oct. 1, 1879.	Oct. 1, 1919.	5	April 1, Oct. 1	2,922,000
C., B. & Q. Iowa mortgage	Oct. 1, 1879.	Oct 1, 1919.	4	April 1, Oct. 1	8,574,000
C., B. & Q. 5s of 1921	Sept. 1, 1881	Sept. 1. 1921	4	March 1, Sept. 1	4,300,000
C., B. & Q. 4s of 1922	Dec. 1. 1881.	Feb. 1. 1922.	4	Feb. 1, Aug. 1	7,968,000
B. & M. R. R. (Iowa) land grant.	Oct. 1, 1863.	Oct. 1, 1893.	7	April 1 and Oct. 1	4,182,050
B. & M. R. R. R. con. 1819	July 1, 1870.	July 1, 1889.	8	Jan. 1 and July 1.	159,500
B. & M. R. R. R. con. 1894	July 1, 1869.	July 1, 1894.	8	Jan. 1 and July 1.	73,500
B. & M. R. R. R. in Neb con. mort'g	July 1, 1878.	July 1, 1918.	6	Jan. 1 and July 1.	11,600,000
B. & M.R. R. R. in Neb., 4s	Jan. 1, 1880.	Jan. 1, 1910.	4	Jan. 1 and July 1.	3,347,000
Rep. Valley R. R.	July 1, 1879.	July 1. 1919.	6	Jan. 1 and July 1.	939,000
					$62,519,550

Total amount of funded debt.....$ 62,519,550.00
Total amount of debt liabilities..... 62,519,550.00

Amount of debt per mile of road.....$ 14,659.15
Total amount of stock and debt..... 132,169,796.51
Amount of stock and debt per mile of road..... 30,990.25

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES.

No separate details.
All items charged to construction.....$ 82,896,883.70
Branch roads..... 29,265,970.32

Total expended for construction.....$112,162,854.02

Average cost of construction per mile of road (3,165.077 miles).....$ 35,437.64
Proportion of cost of construction for Iowa. No record.

COST OF EQUIPMENT.

Total for equipment.....$ 17,453,389.32
Total cost of road and equipment..... 129,616,243.34

Average cost of road and equipment per mile (3,165.077 miles).$ 40,952.00

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading and superstructure	$ 140,118.40
Bridging and masonry	28,202.24
Land, land damages and fences	42,836.04
Passenger and freight stations, coal sheds, and water stations	90,956.30
Engine houses, car sheds and turntables	9,940.14
Machine shops, including machinery and tools	199,029.13
Engineering, agencies, salaries and other expenses during construction	525.49
Telegraph lines	87.90
New elevator	3,083.61
Changing channels	2,274.41
Miscellaneous buildings	4,785.53
Double track extension	600.00
Total for construction	$ 522,439.19

EQUIPMENT.

Locomotives, 15	$ 141,472.08
Passenger, mail, baggage, and express cars, 17	71,379.47
Freight and other cars, 183	58,992.08
Total for equipment	$ 271,843.58
Total expenditures charged to property accounts	$ 794,282.77
Net additions to property account for the year	794,282.77

GENERAL EXHIBIT.

ALL STATES.

Total earnings	$ 24,287,735.14
Total expenses, including taxes	12,088,177.85
Net earnings	12,199,557.29
Rentals, specifying amount paid to each company	146,687.17
Interest accruing during the year	3,972,210.28
Interest paid during the year	3,972,210.28
Interest on funded debt	3,972,210.28
Interest paid on funded debt	3,972,210.28
Dividends declared (2 per cent) quarterly	5,437,216.40
Balance for the year	2,643,443.44
Balance at commencement of year	1,173,769.41
Balance at the close of the year, June 30, 1883	3,817,212.85
Total income from all sources for the year	$ 24,287,735.14

ANALYSIS OF EARNINGS.

(IOWA.)

Earnings, passenger:	
From all passengers	$ 1,450,637.50
From express	70,627.12
From mails	98,830.84
Total earnings, passenger department	$ 1,620,095.46
Earnings per train mile run (1,030,742 miles), including 1-5 mixed mileage, $1.57.	
Earnings, freight:	
Total earnings freight department	4,829,908.39
Earnings per train mile run (3,105,030 miles), including 4-5 mixed mileage, $1.55.	
Total transportation earnings	$ 6,450,003.85
Earnings per train mile run, from all trains earning revenue (4,135,772 miles), $1.56.	
Earnings per mile of road operated (818.529 miles), $7,879.99.	
Proportion of earnings for Iowa. All in Iowa.	
Rents received for use of road and miscellaneous	58,845.34
Car mileage (credit balances), $33,395.81, also shown in operating expense account.	
Total income from all sources in Iowa	$ 6,508,849.19

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

(IOWA LINES.)

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track, renewal of rails and ties	$ 735,186.06
Repairs of bridges, including culverts and cattle-guards	128,377.46
Repairs of fences, road-crossings, and signs	30,577.50
Repairs of buildings, stations and water-tanks	37,670.56
Total	$ 931,811.58

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 293,076.86
Repairs of passenger and freight cars	346,354.16
Total	$ 639,431.02

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives (with locomotive service).		
Water supply		$ 38,841.14
Oil and waste (with locomotive service).		
Locomotive service		832,676.17
All train service and supplies		363,856.09
Mileage of all cars (credit)	$ 33,395.81	
Telegraph expenses (maintenance and operating)		83,826.41
Damage and loss of freight		6,646.12
Damages to property, cattle, and personal injuries		49,115.42
Agents and station service and station supplies		271,318.07
Total		$ 1,612,883.61

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 205,649.98
Legal expenses		25,688.45
Insurance		20.52
Printing and advertising		33,873.22
Outside agencies		56,446.79
Contingencies		348,322.91
Taxes in Iowa		166,509.25
Taxes in other States	$ 448,198.31	
Total		$ 836,511.12

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 931,811.58
Maintenance of motive power and cars	639,431.02
Conducting transportation	1,612,883.61
General expenses, including taxes	836,511.12
Total operating expenses and taxes	$ 4,020,637.33

Operating expenses and taxes per mile of road, $4,912.02.

Operating expenses and taxes per train mile run, for trains earning revenue (4,135,772 miles), $0.96.

Proportion of operating expenses and taxes for Iowa. All in Iowa.

Expenses of running and management of passenger trains	Cannot divide; belongs to all.
Expenses of running and management of passenger trains, per train mile	
Expenses of running and management of freight trains	
Expenses of running and management of freight trains, per train mile	
Expenses of running and management of all trains earning revenue	0.96
Percentage of expenses to income	61.77

GENERAL RECAPITULATION.

(IOWA LINES.)

Total income	$ 6,508,849.19
Total operating expenses and taxes	4,020,637.33
Net income above operating expenses and taxes	2,488,211.86
Net income above operating expenses, taxes, interest and rental	2,488,211.86

Gross income per train mile run (4,135,772 miles), $1.56.

Net income per train mile run (4,135.772 miles), $0.60.

Percentage of net income to stock and debt. No record.

Percentage of net income to cost of road and equipment. No record.

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No charge for transportation of company material.

SURPLUS.

Surplus at the commencement of the year.....

Surplus at the close of the year.....

The amount invested in railroad stocks. None account of Iowa lines.

The amount invested in railroad bonds, the number of bonds, and the par value of each, the name of each road, and the amount invested in the bonds of each:

In the hands of the trustees of the Iowa land grant mortgage:		
Sundry securities	$ 3,997,743.89	
Cash awaiting investment	39,628.15	
		$ 4,037,372.04
In the hands of the trustees of the Iowa mortgage, to secure 5 per cent bonds of 1895:		
Sundry securities	$ 125,308.34	
Cash awaiting investment	9,107.01	
		134,415.35
In the hands of the trustees of the Iowa mortgage to secure 4 and 5 per cent bonds of 1919:		
Sundry securities	$ 455,302.00	
Cash awaiting investment	1,752.08	
		457,054.08

The amount of its own stock or bonds owned by the company.

Amount absorbed in construction. None for Iowa lines.

Amount in material and balances from other roads. None for Iowa lines.

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Construction account	$ 82,896,883.70
Equipment account	17,453,389.32
Branch roads	29,265,970.32
Stock and bonds, connecting and leased lines	8,728,607.00
Material and supplies	2,209,222.93
Sinking funds	4,767,097.89
Bills payable and receivable—balance	13,105.06
Total assets	$ 145,334,276.22

CREDIT.

Capital stock	$ 69,650,246.51
Funded debt	62,519,550.00
Profit and loss, or income account and surplus	13,164,479.71
Total liabilities	$ 145,334,276.22

DESCRIPTION OF ROAD.

Length of main line of road from center of Mississippi river to Union Pacific Transfer, miles	295.255
Length of main line of road in Iowa	295.255
Length of double track on main line, including Chariton to Indianola Junction	43.062
Same in Iowa	43.062
Branches owned by this company	523.014

BRANCHES OWNED IN IOWA, GIVING DISTANCE FROM JUNCTION WITH MAIN LINE.

Burlington to Keokuk, miles	42.012
Albia to Des Moines	67.807
Albia to Moravia	11.477
Chariton to Grant City	95.450
Bethany Junction to Albany	46.143
Chariton to Indianola	30.176
Creston to Hopkins	44.540
Villisca Junction to Burlington Junction	35.000
Creston to Fontanelle	27.704
Clarinda to Northboro	17.960
Red Oak to East Nebraska City	49.860
Red Oak to Griswold	18.100
Hastings to Sidney	21.057
Hastings to Carson	15.728
Length of branches owned by this company (Iowa lines)	523.014

Total length of branches owned by this company in Iowa.....	462.089
Total length of branches owned by this company in Missouri.	60.925
Total length of road belonging to this company (Iowa lines)..	818 529
Aggregate length of sidings and other tracks not above enumerated.....	180.808
Same in Iowa.....	175.409
Aggregate length of track, computed as single track, exclusive of sidings.....	861.591
Same in Iowa.....	800.666
Total length of steel rails in tracks in Iowa, exclusive of sidings.....	417.946
Total length of iron rails in tracks in Iowa.....	355.82

Weights per yard, steel, 60 and 66 pounds.

Weights per yard, iron, 56 and 60 pounds.

Gauge of track, 4 feet, 8½ inches.

LENGTH OF THE LINES IN ALL STATES OPERATED BY C., B. & Q. R. R.

Illinois, miles.....	1,268.653
Iowa.....	987,596
Missouri.....	874,283
Nebraska.....	1,012.460
Kansas.....	49.950
Colorado.....	174.980
Total.....	4,367.772

If any part of the road was first opened for operation during the past year, state the date. Clarinda to Northboro, July 10, 1882.

Total miles of road operated by this company.....	4,367 .77
Total miles road operated by this company in Iowa, Iowa lines	757.604

STATIONS.

Number of stations on all roads owned by this company.....	367
Same in Iowa.....	147
Number of stations on all roads operated by this company in Iowa.....	130
Number of telegraph offices in stations in Iowa.....	117

EMPLOYES.

Number of persons regularly employed on all roads operated by this company.....	13,191
Same in Iowa.....	5,530
Amount paid employes, including officials, on all roads operated by this company.....	$ 6,349,213.12
Same in Iowa.....	$ 2.489,763.80

BRIDGES IN IOWA.

	No.	Aggregate length.
Wooden truss bridges over 100 feet in length.....	43	5,824
Combination bridges 100 feet in length.....	1	100
Iron bridges over 100 feet in length.....	30	4,365
Wooden truss bridges under 100 feet in length.....	4	6,880
Iron bridges under 100 feet in length.....	12	4,962
Wooden trestle and pile.....	966	100,325
Iron trestle.....	66	2,541

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 20 feet opening or more.....	2
Less than 20 feet opening.....	33

BOX CULVERTS IN IOWA.

Wooden barrel culverts.....	68
Timber.....	940
Iron pipe culverts.....	20
Stone.....	418
Open culverts.....	336
Stone pipe culverts.....	102

CATTLE-GUARDS.

Number of in Iowa.....	1,995

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.).....		821,598
Amount of trestle work replaced with earth during the year (lineal feet).....		338
Timber culverts replaced with stone.....	2	
Timber culverts replaced with sewer pipe.....	4	
Timber culverts replaced with timber.....	84	
Wooden truss bridges filled with earth.....		377

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
Big Creek, 30 miles west of Burlington..	Whipple Truss—replacing a Howe Truss.....	Iron.	June, 1883.....	152
Middle Nodaway River.....	Whipple Truss—replacing a Howe Truss.....	Iron.	February, 1883	150

Give the average number of years the trestle and pile bridges last on your road in Iowa..... 9

Give the average number of years that Truss wooden bridges last on your road in Iowa.....If covered, 14

ROAD-BED AND TRACK.

Number of track sections in Iowa..... 159

Average length of sections, miles..... 5

Average number of men in each section gang..... 4

Number of new ties laid in track during the year in Iowa..... 179,468

Average number of new ties per mile of road..... 224

New rails laid in track during the year in Iowa—steel (3,165 tons), miles..... 29.938

Total track laid with new rails during the year in Iowa, miles. 29.938

What is the average number of years that iron rails last in your track on branches in Iowa..... 8

What is the average number of years that steel rails last in your track on main line in Iowa..... 6

What is the average number of years that steel rails last in your track on branches in Iowa..... 10

What is the average number of years that ties last in your track in Iowa:

Oak..... 9

Cedar..... 6

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Rock Island & Pacific Railroad, at Fairfield.
Chicago, Rock Island & Pacific Railroad, east of Ottumwa.
Chicago, Rock Island & Pacific Railroad, at Indianola.
Chicago, Rock Island & Pacific Railroad, at Des Moines.
Chicago, Rock Island & Pacific Railroad, at Des Moines.
Central Iowa Railroad, east of Albia.
Osceola & Des Moines Railroad, at Osceola.
K. C., St. J. & C. B. Railroad, at Pacific Junction.
Humeston & Shenandoah Railroad, at Humeston and Clarinda.
Wabash, St. Louis & Pacific Railroad, at Ottumwa.

Wabash, St. Louis & Pacific Railroad, one-half mile east of Albia.
Wabash, St. Louis & Pacific Railroad, at Malvern.
Wabash, St. Louis & Pacific Railroad, three-fourths mile north of Shenandoah.
Wabash, St. Louis & Pacific Railroad, at Clarks.
Wabash, St. Louis & Pacific Railroad, south of Albia.

What railroads cross your road, either over or under, and at what locality?
Humeston & Shenandoah Railroad, two and one-half miles north of Conway, over C., B. & Q.

Number of highway crossings at grade	896
Number of highway crossings at which there are flagmen	10
Number of highway crossings over railroad	26
Number of highway crossings under railroad	15
Number of highway bridges 18 feet above track	25
Number of highway bridges less than 18 feet above track	1

FENCING IN IOWA.

How many miles of fencing have you on your road in Iowa	937.74
What is the average cost per rod	1.00
What is the total cost of same	300,076.80
How many miles of new fencing have you built during the year	80.93
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Monroe county	15.50
In Lee county	6.50
In Marion county	4.00
In Polk county	11.75
In Pottawattamie county	2.30
In Lucas county	18.00
In Cass county	2.90
In Warren county	41.50
In Wayne county	3.00
In Decatur county	35.25
In Ringgold county	21.25
In Montgomery county	11.60
In Page county	41.40
In Union county	27.00
In Adair county	32.50
In Fremont county	13.10
In Mills county	8.35
In Appanoose county	1.10
In Wapello county	11.10
Total, miles	308.10

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	1,435,038	27.3
Flour	107,237	2.3
Provisions (beef, pork, lard, etc.)	76,211	1.4
Animals	547,564	10.4
Other agricultural products	43,824	.8
Lumber and forest products	785,184	14.9
Coal	1,098,348	20.9
Plaster, lime and cement	51,279	.9
Salt	55,073	1.0
Iron, steel and castings	120,043	2.3
Stone and brick	88,459	1.7
Manufactures—articles shipped from point of production	107,878	2.1
Merchandise, and other articles not enumerated above	728,280	14.0
Total tons carried	5,244,418	100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	789,427	33.1
Flour	35,858	1.5
Provisions (beef, pork, lard, etc.)	36,822	1.6
Animals	262,500	11.0
Other agricultural products	21,388	0.9
Lumber and forest products	393,043	16.5
Coal	343,909	14.4
Plaster, lime and cement	21,310	0.9
Salt	32,728	1.3
Iron, steel and castings	44,986	1.9
Stone and brick	28,421	1.2
Manufactures—articles shipped from point of production	52,256	2.2
Merchandise, and other articles not enumerated above	323,073	15.5
Total tons carried	2,385,721	100

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE AT BURLINGTON, IOWA, FOR THE YEAR ENDING JUNE 30, 1883.

West bound number of tons	796,569
East bound number of tons	1,198,438
Total tons	1,995,007

TONNAGE CROSSING THE MISSOURI RIVER BRIDGE AT PLATTSMOUTH, IOWA, FOR THE YEAR ENDING JUNE 30, 1883.

East bound number of tons	493,231
West bound number of tons	387,677
Total tons	880,908

Above figures were furnished by Burlington & Missouri in Nebraska.

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? The American Express Company does a business on the main line and branches, paying agreed rates for car accommodations furnished by the company. The express company loads and unloads all freight and cares for the same.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? No freight or transportation companies. The usual fast freight lines run their cars over the lines of this road, but upon same mileage rates as cars of any other roads.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each? No accounts except regular mileage rates for foreign cars running on Chicago, Burlington & Quincy Railroad.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? The Pullman Palace Sleeping Car Company runs sleeping-cars on the road; charges $2.00 per berth per night. The railroad company runs its own dining-cars.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. The railroad company maintains and repairs the cars and the Pullman Palace Car Company maintains

everything relating to the sleeping apparatus. The Pullman Palace Car Company receives the entire earnings.

U. S. MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? Main line two times each way, daily (except Sunday), for large stations on main line. On the branches and at small stations, one time each way, daily. Receipts for year ending June 30, 1883. $——

What amount have you paid for receiving and delivering mail to and from stations on your road?

TELEGRAPH.

How many miles of telegraph are owned by your company? In Iowa, 728 miles.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? No other company owns telegraph lines on the road.

LANDS—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from the congressional grants	358,424
State the number of acres yet to inure to your company from congressional grants	None.
State the average price at which these lands have been sold or contracted by the company $	12.12
State the number of acres sold	336,016.88
State the amount received from sales, (cash sales)	153,931.73
State the amount unpaid on outstanding contracts	2,741,841.04
State the gross amount received from sales, contracts, forfeited contracts, etc., up to June 30, 1883	4,403,925.46
State the amount expended in sale and management of lands	527,631.09
State the amount of taxes paid on lands	251,149.87
State the amount realized from the sale of lands above the expenses incurred in the management and taxes	3,625,144.50

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

INJURED AND KILLED—NOT EMPLOYES.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY.
1882.				
July	8	Foster Elmer, citizen	Ottumwa	Left leg crushed ; died.
July	11	Jacob Reichert, citizen	Leffiers	Killed.
July	29	F. A. Maner, school boy	Oosceola	Right leg crushed ; died.
August	11	Unknown	Chillicothe	Sruck by train ; killed.
August	16	Jno. Alton, tramp	Adrian	Killed.
August	18	Geo. Howlin, boy	Montrose	Killed.
September	2	N. E. Mallory, citizen	Afton	Right leg cut off ; died.
September	10	P. Robinson, citizen	Near Wever	Killed.
September	15	A. W. Giles, citizen	Mt. Pleasant	Run over and killed.
September	24	Jas. Burns, citizen	Burlington	Killed.
September	29	Richard Walker, citizen	South Loraine	Killed.
October	1	Jno. Hickoff, citizen	Rome, near Lockridge	Shaken up ; now deranged.
October	19	P. Salier, citizen	Creston	Killed.
October	25	D. F. Skein, citizen	Y. City	Killed.
November	18	B. F. Johnson, citizen	Council Bluffs	Killed.
November	22	Andy Mack, citizen	Cleveland	Killed.
December	4	H. Rose, carpenter	Osceola	Left shoulder broken.
December	16	C. Briggs, citizen	Afton	Killed.
1883.				
January	14	Wm. Gallager, citizen	Chariton	Killed by express.
February	6	Mrs. A. Devilley, citizen	Burlington	Struck by train while drunk ; own fault.
February	10	E. A. Hanchett, passenger	Ballinger	Side hurt and bruised ; coach upset.
February	10	L. M. Madison, passenger	Ballinger	Shoulder bruised.
February	10	Mark G. Lyon, passenger	Ballinger	Shaken up.
February	11	Mrs. M. Hargis, citizen	Fontanelle	Bruise ; coach upset.
February	14	Chris Gallagher, citizen	Burlington	Threw himself off engine and killed.
February	17	W. H. Tindell, citizen	Macedonia	Hand mashed coupling ; own fault.
March	13	Wm. Cook, passenger	Wrights	Face and head cut jumping from train.
March	14	Wm. Pickering, passenger	Thayer	Leg cut off jumping off train.
March	30	Jno. Tracey, boy	Albia	Killed trying to get on moving train.
March	30	Chas. Christie, boy	Creston	Killed trying to get on moving train.
April	1	Ed. Carpenter, boy	Burlington	Head cut and bruised ; own fault.
April	2	James Lloyd, coal miner	Cleveland	Bruised and cut on face.
April	5	Sam Baker, passenger	Glendale	Fell off train ; died.
May	1	Annie Swailes, school girl	Rome	Run over by cars ; killed.
May	20	Wm. Welsh, citizen	Frederick	Leg crushed jumping off cars ; own fault.

TABLE OF ACCIDENTS—CONTINUED.

INJURED AND KILLED—NOT EMPLOYES.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY.
1882.				
May	27	Frank Smith, boy	Ottumwa	Struck by engine and killed; own fault.
June	3	Chas. Haddox, hotel runner	Afton	Knee cap broken; own fault
June	19	J. Johnson, boy	Creston	Leg cut off, died; own fault.
June	23	Pat. Toomer, tramp	Council Bluffs	Leg run over; own fault.

INJURED—EMPLOYES.

1882.				
July	3	J. Spencer, track laborer	Coin	Head cut badly.
July	10	J. McCarty, brakeman	Ottumwa	Middle finger right hand crushed.
July	11	M. Burton, laborer	McDill	Dislocated left shoulder.
July	22	J. Jones, laborer	Leffler's	Killed.
July	24	Robt. Prunty, track laborer	Ferris	Wheels run over his abdomen.
July	31	J. Younglin, laborer	Grand River	Broke left arm and shoulder bruised.
August	6	T. J. Lyon, brakeman	Creston	First finger right hand mashed.
August	17	U. L. Gasser, switchman	Ottumwa	Fore finger right hand mashed.
August	22	J. Haley, brakeman	Grand River	Killed.
August	24	C. P. Hensley, brakeman	Chariton	Right hand crushed.
August	24	T. J. Scott, brakeman	Clarinda	Left thumb taken off.
August	26	O. Gardner, laborer	Near Kent	Right leg broken.
September	11	A. Smidt, track laborer	Page Centre	Badly ruptured; died.
September	16	T. A. King, brakeman	C. Cross	Left collar bone broken.
September	17	G. Bloffin, brakeman	Afton	Killed.
September	19	J. Vax Beek, brakeman	Burlington	Run over; left leg cut off.
September	23	I. Larsen, laborer	Chariton	Knocked under train and killed,
September	28	N. P. Felton, draw tender	Burlington Bridge	Drowned.
October	6	J. Bankson, wiper	Red Oak	Left arm broken.
October	16	—. Hollingshead, brakeman	Albia	Shoulder dislocated, collar bone broken.
October	17	G. W. Horne, brakeman	Near Kent	Head crushed; died.
October	18	H. Engler, operator	Melrose	Left leg broken.
October	22	F. L. Clark, brakeman	Villisca	Killed.
October	28	B. Goranson, laborer	North of Albia	Killed.
October	30	M. Madden, engineer	Leffler's	Killed; skull fractured.
November	10	W. Groom, laborer	Pacific Junction	Killed.
November	15	J. M. Bouton, brakeman	Albia	Left hand mashed.

November	21	F. Buxton, brakeman	Chariton	Left hand mashed.
December	11	J. Spellman, switchman	Burlington	One rib broken.
December	15	O. H. Lorimer, brakeman	Afton	Two fingers right hand mashed.
1883.				
January	4	Jno. P. Nelson, laborer	Ottumwa	Fell from engine frame.
January	4	T. O. Day, brakeman	Murray	Fell over train-tail post.
January	8	J. F. Stingluff, conductor	Glendale	Fell unloading a car.
January	8	N. E. Sims, brakeman	Villisca	Hand injured ; own fault.
January	8	E. R. O'Brien, conductor	Ottumwa	Knocked down by car.
January	8	L. D. Tomilson, brakeman	Agency City	Punched in chest ; own fault.
January	9	N. C. Updike, brakeman	North of Chillicothe	Knocked off train and killed by bridge.
January	9	E. Vallery, laborer	South of Conway	Killed by express on bridge.
January	10	Chas. C. Wander, wiper	Burlington	Face bruised ; side rod of engine slipped.
January	10	Sam. Lettsburg, wiper	Burlington	Face bruised ; side rod of engine slipped.
January	13	Jas. Calegan, brakeman	Corning	Head cut ; struck by bridge.
January	15	A. Johnson, laborer	Ottumwa	Run over and killed by cars.
January	16	Levi Fluck, brakeman	Pacific Junction	Ankle sprained ; own fault.
January	21	Ed. Roach, brakeman	Burlington	Hand injured ; own fault.
January	22	J. H. Slingloff, conductor	New London	Ankle sprained ; own fault.
January	23	C. E. Mellody, brakeman	Murray	Hand badly mashed.
January	23	D. L. Tubbs, agent	On train 174	Arm hurt.
January	25	Wm. C. Cree, brakeman	Thayer	Back and shoulder injured.
January	2	D. N. Sears, brakeman	Chariton	Wrist fractured ; own fault.
January	2	C. W. Crawford, brakeman	Corning	Hand bruised.
January	27	Wm. Barkley, brakeman	Chariton	Hand crushed.
January	29	T. H. Mann, engineer	Rome	Back hurt ; own fault.
January	31	Wm. McHale, brakeman	Albia	Sprained ankle ; stepping from cars.
February	6	Chas. Haskins, laborer	Clarinda	Sprained ankle ; stepping from cars.
February	9	Chas. Young, diver	Burlington Bridge	Skull crushed.
February	13	Jno. Wilson, brakeman	Villisca	Thrown from train : afterward died.
February	13	L. O. Weber, brakeman	C. crossing	Hand pinched.
February	13	Dav. Keeler, engineer	Agency City	Collision ; killed.
February	15	Frank James, engineer	Creston	Collar bone broken.
February	15	Chas. Marsh, engineer	Burlington	Ankle crushed ; own fault.
February	18	Jno. Wilkes, switchman	Burlington	Hand hurt.
February	19	Jno. Hawksworth, engineer	Ottumwa	Spine injured.
February	23	P. O. Berquist, machinist	Lefflers	Finger cut off.
February	23	J. D. Neisuender, brakeman	Grant City	Chest and head bruised.
February	26	Wm Dia', switchman	Ottumwa	Bruised, fell between cars ; own fault.
March	1	J. J. Warner, section man	Mt. Ayr	Back sprained.
March	2	Jno. Sexton, boy	Creston	Leg broke ; walked from train asleep.
March	2	Jno. Wrestling, laborer	Chariton	Foot hurt ; own fault.
March	2	M. O'Neill, brakeman	Ottumwa	Killed ; falling off train.
March	3	Wm. Miller, boy	Creston	Killed ; falling off train.
March	5	Job Freeman, watchman	Cleveland	Struck by train and bruised.
March	13	N. R. Nediver, brakeman	Albia	Head cut ; own fault.
March	15	E. E. Baker, fireman	Cleveland	Bruised and cut.
March	17	G. A. Swanson, fireman	Burlington	Foot pinched ; own fault.
March	17	Jno. Stockdale, engineer	Villisca	Knee sprained and bruised.
March	25	J. H. Madison, brakeman	Mt. Pleasant	Head and face cut.

REPORT OF ACCIDENTS—CONTINUED.

INJURED—EMPLOYES.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1883.				
March	26	Michael Thompson, brakeman	Hillsdale	Arm crushed.
March	28	H. Hull, laborer	Clarinda	Leg sprained ; own fault.
March	29	M. King, brakeman	Hastings	Bruised and arm broked ; own fault.
March	30	F. Grey, brakeman	Lenox	Foot bruised.
March	30	F. A. Woodford, brakeman	Ellicott	Shoulder-bladé broken.
March	30	Henry Bartruff, machinist	Leffler	Finger cut off ; own fault.
March	31	Oscar Rose, brakeman	Chariton	Hand mashed.
March	31	Fred Eggleston, engineer	Creston	Face cut ; own fault.
March	31	L. R. Benton, conductor	Whitfield	Toes mashed.
April	1	S. N. Range, brakeman	Dudley	Knocked of train and killed.
April	1	David Hedden, stockman	Rome	Fell between cars and killed : own fault.
April	1	Wm. Elliott, switchman	Chariton	Hand squeezed.
April	2	E. Cleghorn, brakeman	Chillicothe	Foot mashed ; own fault.
April	2	A. Miller, brakeman	Red Oak	Shoulder bruised.
April	2	E. A. Champlin, section man	Fort Madison	Shoulder bruised.
April	4	John Anderson, machinist	Lefflers	Fingers crushed : own fault.
April	7	Peter Asp, fireman	Lefflers	Ankle sprained and bruised ; own fault.
April	8	Henry Monahan, switchman	Burlington	Run over by engine and killed.
April	10	Conrad Eisel, laborer	Red Oak	Foot bruised.
April	11	F. D. Gare, stockman	Burlington	Leg broken ; own fault.
April	12	J. W. Long, brakeman	Chariton	Foot run over and crushed ; own fault.
April	14	R. G. Wilson, section man	Nebraska City Junction	Shoulder broken, own fault.
April	17	Chris. Goodman, laborer	Burlington	Run over and killed by engine.
April	21	D. N. Sears, brakeman	Russell	Shot and killed on cars.
April	26	Gus Johnson, coalman	Ottumwa	Ankle broken ; own fault.
April	28	A. T. Haley, brakeman	Hawthorne	Knee-cap broken ; own fault.
April	28	A. G. Carlson, laborer	Lefflers	Foot bruised.
April	30	Wm. Hawker, baggageman	Sidney	Bruised considerably ; own fault.
April	31	H. H. Coleman, station agent	Albia	Hips crushed.
May	11	Tom Kelly, laborer	Davis City	Bruised ; own fault.
May	12	C. A. Sprain, brakeman	Fort Madison	Fingers crushed.
May	17	Ed. Sparks, brakeman	Lefflers	Fingers crushed.
May	19	John Lingren, carpenter	Lefflers	Injured internally ; own fault.
May	21	G. W. Scholes, machinist	Lefflers	Finger cut off.
May	23	E. Tyson, engineer	Grand River	Hand burned.

May	23	Charles Abbott, fireman	Grand River	Hand burned.
May	22	H. B. Brown, fireman	Chariton	Badly crushed and bruised.
May	27	R. Plummer, switchman	Ottumwa	Struck by engine and killed.
May	28	Charles Detreck, laborer	Davis City	Ankle fractured.
May	30	Luke Kendall, engineer	East Creston	Head cut badly; own fault.
June	3	T. H. Miller, fireman	Creston	Head bruised.
June	4	Mat. Heiner, trackman	Keokuk	Back and leg injured.
June	8	M. Connor, machinist	Burlington	Cut, gash on head; own fault.
June	11	E. E. Baker, fireman	Chariton	Head cut.
June	15	M. Kennedy, trackman	Fort Madison	Head cut.
June	19	R. Tomlinson, brakeman	Wever	Hand crushed.
June	29	A. H. Jackson, laborer	Corning	Foot bruised.
June	29	J. M. Barnett, laborer	Leffiers	Foot pinched.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Derailments				3		1
Collisions		1				
Coupling cars		1			27	1
Falling from trains	1	7	2		16	2
Getting on and off trains			4	2	13	3
Miscellaneous		9	9		41	3
Overhead obstructions		3			4	
Stealing rides			3			
Trespassers on track			4			3
Total	1	21	22	5	101	13

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	46
Number of persons injured during the year	117
Number of casualties purely accidental during the entire year	44
Number resulting from lack of caution, carelessness, or misconduct	98
Number of persons killed or injured while intoxicated	6
Number of trespassers on track killed or injured	11
Number of tramps or others stealing rides killed or injured	4

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Chas. E. Perkins, Burlington, Iowa.

Secretary—H. W. Weiss, Chicago, Illinois.

Treasurer and 2d Vice-President—J. C. Peasley; Chicago, Illinois.

General Manager and 3d Vice-President—T. J. Potter, Chicago, Illinois.

General Superintendent and Assistant General Manager—H. B. Stone, Chicago, Illinois.

Division Superintendents— { J. D. Besler, Galesburg, Illinois.
W. F. Merrill, Burlington, Iowa.

Chief Engineer—R. J. McClure, Chicago, Illinois.

Superintendent of Telegraph—J. F. Morgan, Chicago, Illinois.

General Auditor—Jno. L. Lathrop, Chicago, Illinois.

General Passenger Agent—P. Lowell, Chicago, Illinois.

General Freight Agent—E. P. Ripley, Chicago, Illinois.

Attorney—Wirt Dexter, Chicago, Illinois.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Jno. M. Forbes, Boston, Mass.
Sidney Bartlett, Boston, Mass.
Chas. J. Paine, Boston Mass.
E. W. Hooper, Boston, Mass.
Wm. Endicott, Jr., Boston, Mass.
Edward Bangs Boston; Mass.
T. J. Coolidge, Manchester, Mass.
Jno. N. A. Griswold, New York City.
Peter Geddes, New York City.
Wirt Dexter, Chicago, Illinois.
C. E. Perkins, Burlington, Iowa.

Date of annual meeting of stockholders, fourth Wednesday in April.

Fiscal year of company ends December 31st.

General offices of the Company are located at corner Adams and Franklin streets, Chicago, Illinois.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

J. C. Peasley, Second Vice-President, and Henry B. Stone, Assistant General Manager, of the Chicago, Burlington & Quincy Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed),

J. C. PEASLEY,
Second Vice-President.
HENRY B. STONE,
Assistant General Manager.

Subscribed and sworn to before me, this 5th day of October, A. D. 1883.

[L. S.] LESTER O. GODDARD,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 8th day of October, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO, BURLINGTON & KANSAS CITY

RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association	$8,000,000.00	
Amount authorized by vote of the company	8,000,000.00	
Amount issued, number of shares	None.	
Amount of common stock issued		
Amount of preferred stock issued, and conditions of preferment		
Total amount paid in as per books of the company		$ 8,000,000.00
Amount of stock per mile of road	$ 51,803.00	
Amount of stock representing the road in Iowa		
Amount of stock held in Iowa		
Total number of stockholders		
Number of stockholders in Iowa	No record.	

DEBT.

No funded debt.	
Floating debt	$ 473,321.08
Total amount of debt liabilities	$ 473,321.08
Amount of debt per mile of road	
Total amount of stock and debt	$8,473,321.08
Amount of stock and debt per mile of road	

COST OF ROAD AND EQUIPMENT.

No reported record.

Total expended for construction	$ 8,340,183.85

COST OF EQUIPMENT.

Total for equipment		$ 109,894.56
Average cost of equipment per mile of road operated by Company (191.5 miles	$ 573.86	
Proportion of cost of equipment for Iowa	No record.	
Total cost of road and equipment		$ 8,450,077.91

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

(No record.)

GENERAL EXHIBIT.

Total earnings	$ 244,368.21
Total expenses, including taxes	249,412.37
Net deficit	5,044.16
Rentals, specifying amount paid to each company:	
Wabash, St. Louis & Pacific (included in operating expenses)	12,000.00
Total income from all sources for the year	$ 244,368.21

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers		$ 60,730.65
From express and baggage		6,094.07
From mails		8,835.52
Total earnings, passenger department		$ 75,660.24
Earnings per train mile run	No record.	
Earnings, freight:		
Total earnings, freight department		161,837.47
Earnings per train mile run	No record.	
Earnings per train mile run, from all trains earning revenue	No record.	
Earnings per mile of road operated (191.50 miles)	$ 1,276.08	
Proportion of earnings for Iowa		148,854.73
Rents received for use of road		6,096.30
Telegraph earnings		774.30
Total income from all sources		$ 244,368.21

Proportion of income for Iowa ..... $ 148,854.73

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed, track, rails and ties		$ 60,319.56
Repairs of bridges, including culverts and cattle-guards		28,410.61
Repairs of fences, road-crossings and signs		1,012.95
Repairs of buildings, stations and water-tanks		2.269.25
Total		$ 92,012.37

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives		$ 15,622.25
Repairs of passenger and freight cars		9,578.32
Total		$ 25,200.57

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives (included in locomotive service)		
Water supply		$ 3,643.47
Oil and waste (included in other accounts)		
Locomotive service		40,823.61
Train service and train supplies for all trains		15,467.18
Mileage of all cars (debt balance)		11,235.13
Telegraph expenses (maintenance and operating)		5.667.11
Damage and loss of freight and baggage		134.53
Damages to property, cattle and personal injuries		8,941.59
Agents and station service and station supplies		11,777.65
Total		$ 97,690.27

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 14,201.28
Legal expenses		1,756.50
Printing and advertising		606.62
Contingencies, (Wabash, St. Louis & Pacific Railway, trackage)		12,000.00
Taxes in Iowa	$ 4,320,33	
Taxes in other States	1,624.43 Total taxes	5,944.76
Total		$ 34,509.16

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$ 92,012.37
Maintence of motive power and cars		25,200.57
Conducting transportation		97,690.27
General expenses, including taxes		34,509.16
Total operating expenses and taxes		$ 249,412.37
Operating expenses and taxes per mile of road	$ 1,302.31	
Operating expenses and taxes per train mile run, for trains earning revenue	No record	
Proportion of operating expenses and taxes for Iowa		151,849.35
Percentage of expenses to income		102.06

GENERAL RECAPITULATION.

Total income	$ 244,368.21
Total operating expenses and taxes	249,412.37
Loss above operating expenses and taxes	5,044.16
Loss above operating expenses, taxes, interest and rental	5,044.16
Gross income per train mile run	No record.
Net income per train mile run	No record.

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Construction	$ 8,340,183.35
Equipment	109,894.56
Materials	8,980,70
Cash on hand	4,449.92
Agents and connecting lines—balance	6,730.57
Income account and profit and loss	35,400.95
	$ 8,505,640.05

CREDIT.

Capital stock	$ 8,000,000.00
Due Chicago, Burlington & Quincy Railroad	473,321.08
Bills receivable and payable—balance	32,318.97
	$ 8,505,640.05

DESCRIPTION OF ROAD.

Length main line of road from Burlington to Sumner, miles..	191.50
Length main line of road in Iowa	116.65
Length main line of road in Missouri	74.85
Total length of road belonging to this company.....	152.49
Aggregate length of sidings and other tracks not above enumerated	8.26
Same in Iowa.....	4.87
Aggregate length of track, computed as single track, exclusive of sidings.....	152.49
Same in Iowa	77.64
Total length of steel rails in tracks in Iowa, exclusive of sidings	34.18
Total length of iron rails in tracks in Iowa.....	82.47

Weights per yard, steel, 56 and 60 pounds.

Weights per yard, iron, 52 and 56 pounds.

Gauge of track, 4 feet, 8½ inches.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:	
C., B. & Q., between Burlington and Veile, miles	25.00
W., St. L. & P., between Bloomfield and Moulton.....	14.00
Total length of above roads in Iowa.....	39.00
If any part of the road was first opened for operation during the past year, state the date. Laclede to Sumner, July 10, 1883	10.50
Total miles of road operated by this company.....	191.50
Total miles of road operated by this company in Iowa	116.65

STATIONS.

Number of stations on all roads owned by this company	32
Same in Iowa.....	18
Number of stations on all roads operated by this company	36
Same in Iowa	22
Number of telegraph offices in stations in Iowa.....	18

EMPLOYES.

Number of persons regularly employed on all roads operated by this company.....	297
Amount paid employes, including officials, on all roads operated by this company, per year.....$	130,326.96

Same in Iowa. Cannot separate.

BRIDGES IN IOWA.

	No.	Aggregate Length.
Wooden truss bridges over 100 feet in length	12	1,649
Wooden truss bridges under 100 feet in length	1	75
Wooden trestle and pile, feet		12,408

BOX CULVERTS IN IOWA.

Timber	141

CATTLE-GUARDS.

Number in Iowa	232

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)	568,542

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
Des Moines river, Farmington, Iowa	Howe Truss.	Wood	1882	825
First crossing, Indian creek, Farmington	Howe Truss.	Wood	1882	132
Second crossing, Indian creek, Boyer	Howe Truss.	Wood	1882	105
Third crossing, Indian creek, Willets	Howe Truss.	Wood	1882	105

Give the average number of years the trestle and pile bridges last on your road in Iowa. Nine years.

Give the average number of years that wooden truss bridges last on your road in Iowa. Eight years (uncovered).

ROAD-BED AND TRACK.

Number of track sections in Iowa	13
Average length of sections, miles	6
Average number of men in each section gang	3
Number of new ties laid in track during the year in Iowa	23,577
Average number of new ties per mile of road	306
New rails laid in track during the year in Iowa—steel (tons, 270.1800-2240), miles	3.02
Total track laid with new rails during the year in Iowa, miles.	3.02

What is the average number of years that iron rails last in your track on main line in Iowa? Ten.

What is the average number of years that steel rails last in your track on main line in Iowa? Twelve.

What is the average number of years that ties last in your track in Iowa? Eight.

DESCRIPTION

Length main line of road from Burlin
Length main line of road in Iowa ....
Length main line of road in Missouri
Total length of road belonging to this
Aggregate length of sidings and oth
merated .....
Same in Iowa.....
Aggregate length of track, compute
of sidings.....
Same in Iowa .....
Total length of steel rails in track
ings .....
Total length of iron rails in track
Weights per yard, steel, 56 and
Weights per yard, iron, 52 and
Gauge of track, 4 feet, 8½ inches

ROAD AND BRANCHES BELON
THIS COMPANY

Name, description and length
C., B. & Q., between Burlin
W., St. L. & P., between B

Total length of above ro
If any part of the road was
the past year, state the
1883 .....
Total miles of road opera
Total miles of road opera

Number of stations on
Same in Iowa.....
Number of stations
Same in Iowa .....
Number of telegra

Number of perso
by this comp
Amount paid
at
s

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	118,370
Miles run by freight trains during the year	156,530
Miles run by other trains during the year	15,120
Total train mileage	290,020

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	2
Average weight of passenger trains, exclusive of passengers, tons	74
Average number of cars in freight trains	No record.

PASSENGER TRAFFIC.

Total number of passengers carried	No record.
Average distance traveled by each passenger	No record.
Average amount received from each passenger	No record.
Highest rate of fare per mile for any distance	No record.
Lowest rate of fare per mile for any distance	No record.
Average rate of fare per mile for all passengers	No record.

FREIGHT TRAFFIC.

Number of tons of through freight carried	30,484
Number of tons of local freight carried	13,739
Total tons of freight carried	44,223
Total freight mileage, or tons carried one mile	3,814,530
Average rate per ton per mile received for all freight	No record.
Average rate per ton per mile received from freight to and from other roads	No record.

CAR MILEAGE.

Number of miles run by loaded freight cars east, south, west and north	1,097,648
Number of miles run by empty freight cars east, south, west and north	484,633
Total freight car mileage	1,582,281
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	44
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	44

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	21
Rate of speed of freight trains, including stops, miles per hour	8.6

*TONNAGE OF ARTICLE TRANSPORTED.

Total tons carried	44,223

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company does the usual express business. Pays one and one-half first-class rates for freight, and half fare for messengers. Express company takes freight at the depot, loads, unloads, and cares for the same.

U. S MAIL IN IOWA.

What is the compensation paid you by the U. S. Government for the transportation of its mails, and on what terms of service? Service daily each way, except Sundays. Amount, $8,888.76 per annum.

What amount have you paid for receiving and delivering mail to and from stations on your road?

TELEGRAPH.

How many miles of telegraph are owned by your company? 81.5 miles.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Owned in connection with Western Union. 103 miles.

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* This tonnage is for first six months 1883 only.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882. December 21	Chas. Buckingham, brakeman	Pulaski	Uncoupling; coroner's verdict, accidental death.

INJURED.

1882. August 16	J. L. Ryan, brakeman	Viele	Knocked off train; company responsible.
November 14	David Wilkinson, brakeman	Moulton	Coupling; accidental.
December 2	Thomas Golden, brakeman	Mt. Sterling	Coupling; accidental.
December 14	Alex Hearn, brakeman	Moulton	Coupling; accidental.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	Killed Employes.	Injured Employes.
Coupling cars	1	3
Overhead obstructions	.....	1
Total	1	4

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	1
Number of persons injured during the year	4
Number of casualties purely accidental during the entire year	4
Number resulting from lack of caution, carelessness, or misconduct	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—J. T. Remey, Burlington, Iowa.
Vice-President—T. J. Potter, Chicago, Illinois.
Secretary and Treasurer—T. S. Howland, Burlington, Iowa.
General Manager—T. J. Potter, Chicago, Illinois.
General Superintendent—R. Law, Keokuk, Iowa.
Assistant Superintendent—C. M. Levey, Keokuk, Iowa.
Superintendent of Telegraph—W. E. Cunningham, Keokuk, Iowa.
Assistant Auditor—Howard Elliott, Keokuk, Iowa.
General Passenger and Freight Agent—J. H. Best, Jr., Keokuk, Iowa.
Attorney—H. H. Trimble, Keokuk, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

J. T. Remey, Burlington Iowa.
T. S. Howland, Burlington, Iowa.
W. W. Baldwin, Burlington, Iowa.
H. B. Scott, Burlington, Iowa.
H. B. Ransom, Burlington, Iowa.

Date of annual meeting of stockholders, Wednesday after 4th Monday in April.

Fiscal year of company ends December 31st.

General offices of the company are located at Burlington, Iowa.

STATE OF IOWA, }
COUNTY OF LEE. } ss.

I, Robert Law, General Superintendent of the Chicago, Burlington & Kansas City Railway Company, being duly sworn, depose and say that I have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and

affairs of said company on the thirtieth day of June, A. D. 1883, to the best of my knowledge and belief.

Signed.

R. LAW,
General Superintendent.

Subscribed and sworn to before me, this 15th day of September, A. D. 1883.

PHIL. MEYLING,
Notary Public.

[L. S.]

Received and filed in the office of the Commissioners of Railroads, this 17th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

COST OF EQUIPMENT.

Cannot state details.	
Total for equipment	$ 1,360,218.75
Average cost of equipment per mile of road operated by company (312½ miles)	4,352.70
Proportion of cost of equipment for Iowa	251,640.46
Total cost of road and equipment	$ 12,151,665.64
Average cost of road and equipment per mile (312½ miles)	$ 38,885.33
Proportion of cost of road and equipment for Iowa	2,248,058.13
Average cost of road and equipment per mile in Iowa (583.10) miles	38,560.17

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading and new side tracks		$ 15,916.02
Bridging and masonry		36,338.19
Land, land damages, and fences; lands	$ 9,104.70	
Fencing	6,435.35	15,540.05
Passenger and freight stations, coal sheds, and water stations		1,372.41
Charges held in suspense for old construction of Missouri Valley Railroad charged off in 1882		69,243.17
		$ 138,409.84
Less buildings sold and credited to this account		11,531.99
Total for construction		$ 126,877.85

EQUIPMENT.

Wrecking cars, pile drivers, machinery, and tools	$ 7,184.14
Total expenditures charged to property accounts	$ 134,061.99
Net addition to property account for the year	$ 134,061.99

GENERAL EXHIBIT.

Total earnings	$ 2,014,111,33
Total expenses, including taxes	1,187,606.06
Net earnings	826,505.27
Interest accruing during the year on bonds	404,197.50
Interest paid during the year on bonds	404,197.50
Dividends declared	None.
Balance for the year	422,307.77
Interest falling due during the year and not paid	None.
Balance at commencement of the year	574,342.90
Balance at the close of the year, June 30, 1883	1,036,488.00
Income from other sources than earnings	39,837.33
Total income from all sources for the year	$ 2,014,111.33

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$344,964.75	
From through passengers	168,406.63	
From all passengers		$ 513,371.38
From express and baggage		27,345.70
From mails		41,234.66
Total earnings, passenger department		$ 581,951.74
Earnings per train mile run (538,748 miles)	$ 1.08	
Earnings, freight:		
From local	$488.927.20	
From through	864,412.86	
Total earnings, freight department		$ 1,353,340.06
Earnings per train mile run (597,937 miles)	$ 2.26	
Total transportation earnings		$ 1,935,291.80
Earnings per train mile run, from all trains earning revenue (1,136,685 miles)	$ 1.70	
Earnings per mile of road operated (312¼ miles)	6,192.93	
Proportion of earnings for Iowa		261,443.76
Rents received for use of road, and miscellaneous sources		78,819.53
Total income from all sources		$ 2,014,111.33
Proportion of income for Iowa	$269.325.71	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track		$ 159,200.97
Renewal of rails		67,160.13
Number tons laid, steel 2,142 152-2240.		
Number tons laid, iron, none.		
Renewal of ties		48,962.71
Number laid, 83,169.		
Repairs of bridges, including culverts and cattle-guards, credit	$ 3,077.49	
Repairs of fences, road-crossings, and signs		5,077.31
Repairs of buildings, stations, and water-tanks		28,371.92
Total		$ 305,715.55

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 72,031.37
Repairs of passenger cars	23,460.82
Repairs of freight cars	62,463.15
Total	157,955.34

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$ 73,926.40
Water supply	14,893.49
Oil and waste	4,252.14
Locomotive service	124,597.80
Passenger and freight train service and supplies	98,526.21
Mileage of freight cars (debit balance) rent of rolling stock	33,119.28
Telegraph expenses (maintenance and operating)	14,942.02
Damage and loss of freight and baggage	2,707.76
Damages to property and cattle	11,605.58
Personal injuries	4,087.38
Agents and station service and station supplies	197,570.74
Total	$ 580,228.80

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	76,549.60
Legal expenses		10,176.58
Rents		28,061.10
Insurance		3,506.21
Stationery and printing		5,866.36
Outside agencies and advertising		12,421.16
Contingencies		7,125.36
Taxes in Iowa and other States (see note *)		
Total	$	143,706.37

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$	305,715.55
Maintenance of motive power and cars			157,955.34
Conducting transportation			580,228.80
General expenses, including taxes			143,706.37
Total operating expenses and taxes		$	1,187,606.06
Operating expenses and taxes per mile of road	$ 3,800.34		
Operating expenses and taxes per train mile run, for trains earning revenue (1,136,685 miles)	$ 1.04		
Proportion of operating expenses and taxes for Iowa		$	221,749.83
Expenses of running and management of passenger trains			195,457.91
Expenses of running and management of passenger trains per train mile, cents	36 3.10		
Expenses of running and management of freight trains			297,836.90
Expenses of running and management of freight trains per train mile, cents	49 8.10		
Expenses of running and management of all trains earning revenue			493,294.81
Percentage of expenses to income	58 9-10		

* NOTE.—The taxes charged out last year were for 1882, being estimated and charged out in December, 1881, for the ensuing year; thus no charge is made to tax account for the current year.

GENERAL RECAPITULATION.

Total income		$ 2,014,111.33
Total operating expenses and taxes		1,187,606.06
Net income above operating expenses and taxes		826,505.27
Net income above operating expenses, taxes, interest, and rental		422,307.77
Gross income per train mile run (1,136,685 miles)	$ 1.77	
Net income per train mile run (1,136,685 miles	0.37	
Percentage of net income to stock and debt	0.36	
Percentage of net income to cost of road and equipment	0 34	

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year	$ 574,342.90
Surplus at the close of the year	1,036,488.00
The amount invested in railroad stocks	42,000.00
Give the name of each road, and the number of shares owned in each of them and the par value of shares:	
Nodaway Valley Railroad, 200 shares, $100 each.	
Tarkio Valley Railroad, 220 shares, $100 each.	
Stock of Union Depot Companies	20,076.20
Stock of Union Stock Yards Company, St. Joseph	9,525.00
Stock of St. Joseph & Nebraska Railroad	130,500.00
Land purchased at St. Joseph for depot purposes	74,172.54
Amount absorbed in construction	538,409.00
Amount in material and balances from other roads	221,805.26

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1883.

DEBIT.

Construction	$ 10,791,447.89
Equipment	1,360,218.75
Supplies on hand	93,006.26
Cash on hand	220,432.01
Real estate, St. Joseph	74,172.54
Stock of Union Depot Companies	20,076.20
Stock of Union Stock Yard Company	9,525.00
Stock of Nodaway Valley Railroad	20,000.00
Stock of Tarkio Valley Railroad	22,000.00
Bills receivable	31,050.00
Due from U. S. Government	12,204.78
Stock of St. Joseph & Nebraska Railroad	130,500.00
Miscellaneous balances	116,594.22
	$ 12,901,227.65

CREDIT.

Capital stock	$ 5,735,656.71
Bonded debt	5,777,174.51
Accrued interest	4,404.16
Unpaid vouchers	170,487.42
Unpaid coupons, payable	177,016.85
Income account (surplus)	1,036,488.00
	$ 12,901,227.65

DESCRIPTION OF ROAD.

Length of main line of road from Kansas City to Council Bluffs, miles	197.77
Length of main line of road in Iowa	52
Length of main line of road in Missouri	145.77
Branches owned by this company:	
Hopkins Branch, miles	50.24
East Atchinson Branch	1.17
East Nebraska City Branch	2.26
Tarkio Valley Branch	29.52
Nodaway Valley Branch	31.53
Total length of branches owned by this company	114.72
Total length of branches owned by this company in Iowa	6.35
Total length of branches owned by this company in Missouri	108.37
Total length of road belonging to this company	310.99

Aggregate length of sidings and other tracks not above enumerated	46.34
Same in Iowa	8.65
Aggregated length of track, computed as single track	357.32
Same in Iowa	67.01
Total length of steel rails in tracks in Iowa, exclusive of sidings	42.00
Total length of iron rails in tracks in Iowa, exclusive of sidings	16.35

Weights per yard, steel, 52, 56, and 60 pounds.
Weights per yard, iron, 52 pounds.
Gauge of track, 4 ft. 8½ in.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each. H. & St. Jo. R. R. bridge, Harlem to Kansas City	1.50
Total length of above roads, Missouri	1.50
Total miles of road operated by this company	312.49
Total miles road operated by this company in Iowa	58.35

STATIONS.

Number of stations on all roads owned by this Company	51
Same in Iowa	11
Number of stations on all roads operated by this company	51
Same in Iowa	11
Number of telegraph offices in stations in Iowa	11

EMPLOYES.

Number of persons regularly employed on all roads operated by this company, average	1,700
Same in Iowa, average	95
Amount paid employes, including officials, on all roads operated by this company	$ 808,922.09
Same in Iowa, (approximate)	50,000.00

BRIDGES IN IOWA.

	No.	Aggregate length.
Wooden truss bridges under 100 feet in length	2	80 feet each.
Wooden trestle and pile	32	2,100 feet.

BOX CULVERTS IN IOWA.

Timber—open pile culverts	6

CATTLE-GUARDS.

Number in Iowa	68

RENEWALS OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year—pile bridge (feet B. M.)	10,000 feet.
Give the average number of years the trestle and pile bridges last on your road in Iowa. About nine years.	
Give the average number of years that wooden truss bridges last on your road in Iowa. About ten years.	

ROAD-BED AND TRACK.

Number of track sections in Iowa	10
Average length of sections, miles	5
Average number of men in each section gang	6
Number of new ties laid in track during the year in Iowa	8,317
Average number of new ties per mile of road	325
New rails laid in track during the year in Iowa—steel [540 560-2240 tons], miles	6.20
Total track laid with new rails during the year in Iowa, miles	6.20
What is the average number of years that iron rails last in your track on main line in Iowa. About ten years.	
What is the average number of years that iron rails last in your track on branches in Iowa? Cannot state; have only four and a fourth miles branches in Iowa.	
What is the average number of years that steel rails last in your track on main line in Iowa? We have steel which has been in ten years, and is in good condition.	
What is the average number of years that ties last in your track in Iowa? Oak ties last about eight years.	

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality? Chicago, Burlington & Quincy Railroad, at Pacific Junction. Wabash, St. Louis & Pacific Railroad at Council Bluffs.	
Number of highway crossings at grade	36

FENCING IN IOWA.

How many miles of fencing have you on your road	26
What is the average cost per rod	$ 1.65
What is the total cost of same	14,077.00
How many miles of new fencing have you built during the year	None.
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Fremont county	11.7
In Mills county	12.8
In Pottawattamie county	1.5
Total miles	26

ROLLING STOCK.

	Leased.	Owned.	Total.
Number of locomotives	1	38	39
Number of passenger cars		20	20
Number of baggage, mail and express cars		11	11
Number of official cars		1	1
Number of box freight cars		775	775
Number of stock cars		22	22
Number of platform cars		166	166
Number of coal cars	None.		
Number of other cars (including 144 combination cars)		164	164
Total	1	1,159	1,159

Maximum weight of locomotives and tenders, 47 tons (tenders full of fuel and water)	
Average weight of locomotives, (and tenders) tons	44
Number of locomotives equipped with train brake	14
Kind of brake, Westinghouse air.	
Maximum weight of passenger cars, tons	19½
Average weight of passenger cars, tons	18
Number of cars equipped with train brake	33
Kind of brake, Westinghouse air.	
Number of passenger cars equipped with Miller platform and buffer	20
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine 47 tons; tons	450

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE (WHOLE LINE).

Miles run by passenger trains during the year	538,748
Miles run by freight trains during the year	597,937
Miles run by switch trains during the year	349,407
Miles run by other trains during the year	113,300
Total train mileage	1,599,392

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	3.7
Average weight of passenger trains, exclusive of passengers, tons	115
Average number of cars in freight trains	18.5
Average weight of freight trains, exclusive of freight, tons	214

PASSENGER TRAFFIC.

Number of through passengers carried	72,806
Number of local passengers carried	311,779
Total number of passengers carried	384,585
Total passenger mileage, or passengers carried one mile	16,746,318
Average distance traveled by each passenger, miles	43.54
Average amount received from each passenger	$ 1.33.482
Highest rate of fare per mile for any distance, cents	.04
Lowest rate of fare per mile for any distance, cents	.02
Average rate of fare per mile for all passengers, cents	.03.0655

FREIGHT TRAFFIC.

Number of tons of through freight carried	532,339
Number of tons of local freight carried	209,783
Total tons of freight carried	742,122
Total mileage of through freight (tons carried one mile)	51,881,889
Total mileage of local freight (tons carried one mile)	20,521,682
Total freight mileage, or tons carried one mile	72,403,571
Average rate per ton per mile received for through freight, cents	.01.67
Average rate per ton per mile received for local freight, cents	.02.38
Average rate per ton per mile received for all freight, cents	.01.87
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa. (This should not include fuel or any material for the use of the road), per cent	20.720

CAR MILEAGE.

Number of miles run by loaded freight cars east and south, west and north	7,022,498
Number of miles run by empty freight cars east and south, west and north	3,174,696
Total freight car mileage	10,197,194
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	31
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	31

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	24
Rate of speed of freight trains, including stops, miles per hour	10¼

TONNAGE OF ARTICLES TRANSPORTED.

	Tons.	Per Cent.
Grain	180,446	24.32
Flour	26,922	03.62
Provisions (beef, pork, lard, etc.)	8,879	01.20
Animals	88,640	11.94
Other agricultural products	19,632	02.65
Lumber and forest products	145,286	19.58
Coal	60,404	08.14
Plaster, lime, and cement	3,576	00.48
Salt	4,380	00.58
Petroleum and oil	1,332	00.18
Iron, steel, and castings	5,512	00.74
Stone and brick	5,892	00.79
Manufactures, articles shipped from point of production	10,320	01.40
Merchandise, and other articles not enumerated above	180,901	24.38
Total tons carried	742,122	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? United States Express Company pays a fixed sum for transporting within and up to a fixed limit of weights, and 1½ first class rates on excess. The railroad company does not handle or have anything to do with the express matter or rate thereon as charged by express company, but simply carries when placed in baggage car.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? None. Various cars belonging to individuals or corporations run over this road, and for the use of which we pay same mileage as to railroad companies, but give them no preference as to speed or order of transportation.

What amount have you paid other corporations, car loaning companies [stock companies], or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each?

Bain Wagon Company, Kenosha, Wisconsin	$ 6.10
Blue Line Transit Company, Rochester, New York	155.17
Erie & Pacific Despatch, Indianapolis, Indiana	25.45
Empire Line, Philadelphia, Pennsylvania	23.50
Fish Brothers, Chicago, Illinois	27.44
Great Western Despatch, Indianapolis, Indiana	7.71
Merchants' Despatch, New York, New York	112.75
Mitchell, Lewis & Co., Racine, Wisconsin	17.17
National Despatch, St. Albans, Vermont	36.56
Pfeiffer & Son, St. Joseph, Missouri	54.28
Pullman Palace Car Company, Chicago, Illinois	7,754.55
Red Line Transit Company, Buffalo, New York	94.56
Union Line, Pittsburg, Pennsylvania	46.38
Anderson Refrigerator Car Company, New York, New York	96.64
Erie & North Shore Despatch, Detroit, Michigan	27.03
J. J. Case & Co., Milwaukee, Wiscosin	18.91
St. Louis Refrigerator Car Company, St. Louis, Missouri	4.90
Canada Southern Line, Buffalo, New York	35.88
American Refrigerator Transit Company, St. Louis, Missouri	11.21
G. W. Brown, Galesburg, Illinois	2.68
Grasselli Oil Company, Cleveland, Ohio	3.38
C. C. Comstock, St. Louis, Missouri	.84
Menosha Wooden Ware Company, Menosha, Wisconsin	66.37
Union Tank Line Company, New York, New York	.91
Standard Oil Company, New York, New York	5.36
Wabash & Erie Despatch, Detroit, Michigan	4.76
White Line Transit Company, Buffalo, New York	45.42
Racine Wagon Company, Racine, Wisconsin	9.58
Baldwin Locomotive Works, Philadelphia, Pennsylvania	4.95
Joliet Steel Company, Joliet, Illinois	.73
South Shore Line, Indianapolis, Indiana	.60
West Michigan Equipment Company, Holland, Michigan	.13

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? The Pullman Palace Car Co.'s sleepers run on our road. We pay that company same rate per mile as for a coach hired of any railroad company.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. To Pullman Palace Car Co. $7,754.55. The Pullman Palace Car Co. receives the earnings.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? $150.48 per mile per annum for main line in Iowa, payable quarterly.

What amount have you paid for receiving and delivering mail to and from stations on your road?

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Co. 312¼ miles.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882.			
Novemebr 18	B. Johnson, crossing watchman	Council Bluffs	Climbed on tender for coal; fell off and was run over; purely accidental; verdict accordingly.
1883.			
May 1	P. Moore, tramp	Council Bluffs	Stealing ride on trucks; verdict, no blame attached to company.
April 8	Frank Uncles, brakeman	Hamburg	Unknown; supposed to have fallen from train while switching; verdict, accidental,

INJURED.

1882.			
July 25	W. N. Butz, brakeman	Pacific Junction	Uncoupling air brake; head bruised.
October 4	G. S. Luzzader, brakeman	Heutons	Climbing on way car; fell and bruised head.
October 7	J. Miller, switchman	Council Bluffs	Blocking engine wheel; finger pinched.
October 27	I. M. Murphy, conductor	Hamburg	Pushed car in by hand, and in making coupling got hand mashed.
1883.			
January 12	Jesse Gaut, brakeman	Hamburg	Coupling cars; hand pinched.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.		INJURED.	
	Employes.	Others.	Employes.	Others.
Coupling cars	.....	.....	3	.....
Falling from trains	1	.....	.....	.....
Getting on and off trains	1	.....	.....	1
Miscellaneous	.....	.....	.....	1
Stealing rides	.....	1	.....	.....
Total	2	1	3	2

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year..... 3
Number of persons injured during the year..... 5
Number of casualties purely accidental during the entire year....All.
Number resulting from lack of caution, or misconduct.....None.
Number of persons killed or injured while intoxicated.....None.
Number of tramps or others stealing rides killed or injured..... 1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Henry Parkman, Boston, Mass.
Secretary—A. G. Stanwood, Boston, Mass.
Treasurer—E. E. Pratt, Boston, Mass.
General Manager— T. J. Potter, Chicago, Illinois.
General Superintendent—J. F. Barnard, St. Joseph, Mo.
Assistant Superintendent—D. H. Winton, St. Joseph, Mo.
Chief Engineer—C. C. Chandler, St. Joseph, Mo.
Superintendent of Telegraph—G. M. Hohl, St. Joseph Mo.
Auditor—C. M. Carter, St. Joseph, Mo.
General Passenger Agent—A. C. Dawes, St. Joseph, Mo.
General Freight Agent—E. J. Swords, St. Joseph, Mo.
Attorneys—Strong & Mosman, St. Joseph, Mo.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Henry Parkman, Boston, Mass.
E. E. Pratt, Boston, Mass.
W. J. Ladd, Boston, Mass.
A. G. Stanwood, Boston, Mass.
R. C. Watson, Boston, Mass.
N. H. Stone, Boston, Mass.
W. W. Baldwin, Burlington, Iowa.
J. F. Barnard, St. Joseph, Mo.
C. M. Carter, St. Joseph, Mo.

Date of annual meeting of stockholders, first Tuesday in March.

Fiscal year of company ends, December 31st.

General offices of the company are located at St. Joseph, Buchanan county, Missouri.

STATE OF MISSOURI, }
COUNTY OF BUCHANAN. } ss.

J. F. Barnard, General Superintendent, and C. M. Carter, Auditor, of the Kansas City, St. Joseph & Council Bluffs Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed),

J. F. BARNARD,
General Superintendent.
C. M. CARTER,
Auditor.

Subscribed and sworn to before me, this 12th day of September, A. D. 1883. (My notarial commission will expire February 7, 1885.)

[SEAL.] E. S. GOSNEY,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

SAINT LOUIS, KEOKUK & NORTHWESTERN

RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association, common	$1,350,000.00	
And by vote of the company, preferred	1,350,000.00	
Amount issued, number of shares, 2,700; amount paid in		$ 2,700,000.00
Amount of common stock issued		1,350,000.00
Amount of preferred stock issued, and conditions of preferment		1,350,000.00
Preferred stock is entitled to a dividend of 7 per cent before any dividend can be declared on common stock.		
K. & N. W. capital stock		720,000.00
Total amount paid in as per books of the company		$ 3,420,000.00
Amount of stock per mile of road, St. L. K. & N. W.	$ 20,000.00	
K. & N. W.	15,000.00	
Amount of stock representing the road in Iowa, K. & N. W.	720,000.00	
St. L., K. & N. W.	2,286,900.00	
Amount of stock held in Iowa	All for K. & N. W.	
Total number of stockholders, St. L., K. & N. W.	25	
Total number of stockholders, K. & N. W.	60	
Number of stockholders in Iowa, St. L., K. & N. W.	4	
Total number of stockholders, K. & N. W.	60	

DEBT.

Funded debt as follows:		
First mortgage bonds due January 1, 1906, rate of interest 6 per cent,		$ 1.620,000.00
Interest paid on same during the year		
Income bonds due July 1, 1906, rate of interest 6 per cent		1,080.000.00
Interest paid on same during the year		
St. L., K. & N. W. bonds		2,700,000.00
K. & N. W. 1st mortgage bonds		480,000.00
Total amount of funded debt		$ 3,180,000.00
Floating debt:		
Due C., B. & Q. R. R.	$ 258,848.25	
Total amount of floating debt		$ 258,848.25
Total amount of debt liabilities		$ 3,438,848.25
Amount of debt per mile of road owned (175.5)	$ 19,594.00	
Total amount of stock and debt		$ 6,858,848.25
Amount of stock and debt per mile of road owned,	$ 39,081.75	

COST OF ROAD AND EQUIPMENT.

(No record.)		
Total expended for construction		$ 6,404,989.11
Average cost of construction per mile of road (175.5) miles	$ 36,495.66	

COST OF EQUIPMENT.

Cannot separate.		
Total for equipment		$ 409,092.50
Average cost of equipment per mile of road operated by company (185.8 miles)	$ 2,201.78	
Proportion of cost of equipment for Iowa	No record.	
Total cost of road and equipment		$ 6,814,081.61
Average cost of road and equipment per mile (175.5 miles)	$ 38,826.67	
Proportion of cost of road and equipment for Iowa.	No record.	

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

(No record.)	
Total expenditures charged to property accounts for the year	Nothing.

GENERAL EXHIBIT.

Total earnings		$ 462,704.39
Total expenses, including taxes		443,129.93
Net earnings		19,574.46
Rentals, specifying amount paid to each company:		
Included in operating expenses	$ 10,186.81	
Total income from all sources for the year		$ 462,704.39

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers		$ 151,029.44
From express and baggage		11,967.77
From mails		19,839.86
From other sources, passenger department		1,734.56
Total earnings, passenger department		184,571.63
Earnings per train mile run	No record.	
Earnings, freight:		
Other sources, freight department		
Total earnings, freight department		$ 272,357.68
Earnings per train mile run	No record.	
Earnings per train mile run, from all trains earning revenue	No record.	
Earnings per mile of road operated (136.01 miles)	$ 3,401.98	
Proportion of earnings for Iowa	56,314.85	
Rents received for use of road and stations		5,697.88
Income from all other sources:		
Telegraph earnings		77.20
Total income from all sources		$ 462,704.39
Proportion of income for Iowa	$ 59,163.79	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track, renewal of rail and ties	$ 109,693.67
Repairs of bridges, including culverts and cattle-guards	32,622.10
Repairs of fences, road-crossings and signs	3,405.21
Repairs of buildings, stations and water-tanks	4,399.04
Total	$ 150,120.02

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives		$ 23,038.27
Repairs of passenger and freight cars		44,037.64
Total		$ 67,075.91

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives (with locomotive service)		
Water supply		$ 5,112.77
Oil and waste (distributed with other accounts)		
Locomotive service		70,487.70
Train service and supplies		31,192.34
Telegraph expenses (maintenance and operating)		7,783.44
Damage and loss of freight and baggage		3,453.79
Damages to property, cattle and personal injuries		14,132.86
Agents and station service, and supplies		47,366.33
Total		$ 182,939.60

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks			$ 14,587.28
Legal expenses			3,648.04
Printing and advertising			2,020.01
Trackage, etc.			10,186.81
Taxes in Iowa	$ 2,273.13		
Taxes in other States	10,279.13	Total taxes	12,552.26
Total			$ 42,994.40

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 150,120.02
Maintenance of motive power and cars	67,075.91
Conducting transportation	182,939.60
General expenses, including taxes	42,994.40
Total operating expenses and taxes	$ 443,129.93

Operating expenses and taxes per mile of road	$ 3,258.07
Operating expenses and taxes per train mile run, for trains earning revenue	No record
Proportion of operating expenses and taxes for Iowa	$ 58,729.15
Expenses of running and management of all trains earning revenue	No record.
Percentage of expenses to income	95.77

GENERAL RECAPITULATION.

Total income	$ 462,704.39
Total operating expenses and taxes	443,129.93
Net income above operating expenses and taxes	19,574.64
Net income above operating expenses, taxes, interest and rental	19,574.46

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1883.

DEBIT.

Construction	$ 6,404,989.11
Equipment	409,092.50
Materials	22,140.64
Agents and connecting lines, balance	8,432.46
Profit and loss and income account; balance	46,073.42
Cash on hand	42,203.61
	$ 6,932,931.74

CREDIT.

Capital stock	$ 3,420,000.00
Funded debt	3,180,000.00
Due C., B. & Q. R R	258,848.25
Bills receivable and payable, balance	74,083.49
	$ 6,932,931.74

DESCRIPTION OF ROAD.

Length main line of road from Keokuk, Iowa, to St. Peters, Missouri	136.01
Length main line of road in Iowa	3.02
Length main line of road in Missouri	130.91
Length main line of road in Illinois	2.08
Branches owned by this company in Iowa:	
K. & N. W. (leased) from Keokuk to Mt. Pleasant	49.80
Total length of road belonging to this company	177.44
Aggregate length of sidings and other tracks not above enumerated	14.48
Same in Iowa	3.39
Aggregate length of track, computed as single track, exclusive of sidings	185.81
Same in Iowa	52.82
Total length of steel rails in tracks in Iowa, exclusive of sidings	2.85
Total length of iron rails in tracks in Iowa	49.97

Weights per yard, steel, 56 and 66 pounds.

Weights per yard, iron, 50 and 66 pounds.

Gauge of track, 4 feet, 8½ inches.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:	
Keokuk & Northwestern Railroad from Keokuk to Mt. Pleasant, Iowa	49.80
Total miles of road operated by this company	185.81
Total miles of road operated by this company in Iowa	52.82

STATIONS.

Number of stations on all roads owned by this company	32
Same in Iowa	1
Number of stations on all roads operated by this company	42
Same in Iowa	11
Number of telegraph offices in stations in Iowa	7

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	947*
Amount paid employes, including officials, on all roads operated by this company	$ 27,246.87*

BRIDGES IN IOWA.

	No.	Aggregate Length.
Wooden truss bridges over 100 feet in length	8	1,020
Iron bridges over 100 feet in length	1	100
Wooden truss bridges under 100 feet in length (bridges, 2, 3 and 4)	3	118
Wooden trestle and pile		6,638

BOX CULVERTS IN IOWA.

Timber	49
Stone	6

CATTLE GUARDS.

Number of in Iowa	156

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M)	23,888
Amount of trestle work replaced with earth during the year (lineal feet)	208

*For month of June alone.

ROAD-BED AND TRACK.

Number of track sections in Iowa	9
Average length of sections	5.87 miles
Average number of men in each section gang	4
Number of new ties laid in track during the year in Iowa	6,174
Average number of new ties per mile of road	117

What is the average number of years that iron rails last in your track on main line in Iowa? Ten.

What is the average number of years that iron rails last in your track on branches in Iowa? Ten.

What is the average number of years that steel rails last in your track on main line in Iowa? Twelve.

What is the average number of years that ties last in your track in Iowa? Eight.

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?
Chicago, Burlington & Kansas City Railway, at Donnellson, Iowa.
Chicago, Rock Island & Pacific Railway, at Keokuk, Iowa.

What railroads cross your road, either over or under, and at what locality?
Ft. Madison & Northwestern Railway cross under, near Hamill, Iowa.

Number of highway crossings at grade	53
Number of highway crossings over railroad	1
Number of highway crossings under railroad	4

FENCING IN IOWA.

How many miles of fencing have you on your road	30.40
What is the average cost per rod	$ .90
What is the total cost of same	$ 8,755.20
How many miles of new fencing have you built during the year.	4.80

Give the number of miles needed on both sides of your track in each county in Iowa. No record.

ROLLING STOCK.

Number of locomotives	13
Number of passenger cars,	9
Number of smoking cars	2
Number of baggage, mail and express cars	6
Number of box freight cars	221
Number of stock cars	63
Number of platform cars	52
Number of coal cars	12
Number of other cars (12 way cars and 1 tool car)	13
Total cars	378

Maximum weight of locomotives and tenders, tons	50
Average weight of locomotives and tender, tons	45
Number of locomotives equipped with train brake	6
Kind of brake, Westinghouse air-brake.	
Maximum weight of passenger cars, tons	14
Average weight of passenger cars	12
Number of cars equipped with train brake	All.
Kind of brake, automatic.	
Number of passenger cars equipped with Miller and buffer	17

The amount of tonnage that can be carried over your road exclusive of cars by an engine of given weight. Weight of engine 50 tons, 450 tons. (Estimate.)

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	201,680
Miles run by freight trains during the year	177,390
Miles run by switching trains during the year	18,250
Miles run by other trains during the year	74,340
Total train mileage	471,660

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains (for year)	3.41
Average weight of passenger trains, exclusive of passengers, tons	88
Average number of cars in freight trains	No record.

PASSENGER TRAFFIC.

Number of through passengers carried	Cannot separate.
Number of local passengers carried	
Number of special ticket passengers carried	
Total number of passengers carried	
Total passenger mileage, or passengers carried one mile	Cannot separate.
Average distance traveled by each passenger	
Average amount received from each passenger	
Highest rate of fare per mile for any distance	
Lowest rate of fare per mile for any distance	
Average rate of fare per mile for all passengers	

FREIGHT TRAFFIC.

Number of tons of through freight carried	75,233
Number of tons of local freight carried	30,856
Total tons of freight carried	106,089
Total freight mileage, or tons carried one mile	9,095,248
Average rate per ton per mile received for through freight	No record.
Average rate per ton per mile received for local freight	
Average rate per ton per mile received for all freight	

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	2,002,633
Number of miles run by loaded freight cars west and north	
Number of miles run by empty freight cars west and south	620,896
Number of miles run by empty freight cars east and north	
Total freight car mileage	2,623,529
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	31
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles	20
Rate of speed of freight trains, including stops, miles	10

TONNAGE OF ARTICLES TRANSPORTED.

Total tons carried	106,089

This tonnage is for first six months of 1883 only.

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? The United States Express Company; $50 per working day; Limited to 4,000 pounds through freight daily. Express freight matter taken at train.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furn-

ished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? No transportation companies have special arrangements with this railway company, or run their cars over its lines except on the same basis.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Woodruff sleeping cars run each way nightly. Railroad company receives 25 per cent of net earnings, less 6 per cent interest on one-fourth cost of coaches. Fare in car, $1.50 per double berth. Pullman cars run each way daily. Fare, $2.00 per double berth.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? $101.25 per mile per annum. $19,001.81.

What amount have you paid for receiving and delivering mail to and from stations on your road? The cost is included in "station service."

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Owned and operated with Western Union Telegraph Co.; 216 miles.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1883.			
January 13	Perry Scott	Donnellson	Coupling; pure carelessness; not an employe.
February 20	D. Curtis, brakeman	Salem	Coupling; carelessness and accidental.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	INJURED.	
	Employes.	Others.
Coupling cars	1	1
Total	1	1

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons injured during the year	2
Number resulting from lack of caution, carelessness, or misconduct	1
Number of trespassers on track killed or injured	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—W. W. Baldwin, Burlington, Iowa.
Vice-President—T. J. Potter, Chicago, Illinois.
Secretary—Howard Elliott, Keokuk, Iowa.
Treasurer—J. C. Peasley, Chicago, Illinois.
General Manager—T. J. Potter, Chicago, Illinois.
General Superintendent—R. Law, Keokuk, Iowa.
Assistant Superintendent—C. M. Levey, Keokuk, Iowa.
Superintendent of Telegraph—W. E. Cunningham, Keokuk, Iowa.
Assistant Auditor—Howard Elliott, Keokuk, Iowa.
General Passenger and Freight Agent—J. H. Best, Jr., Keokuk.
Attorney—H. H. Trimble, Keokuk, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

T. J. Potter, Chicago, Illinois.
J. H. Anderson, Keokuk, Iowa.
H. B. Scott, Burlington, Iowa.
J. W. Blythe, Burlington, Iowa.
W. W. Baldwin, Burlington, Iowa.

Date of annual meeting of stockholders, first Wednesday of December in each year.

Fiscal year of company ends December 31st.

General offices of the company are located at Keokuk, Iowa.

STATE OF IOWA, }
COUNTY OF LEE. } ss.

Robert Law, General Superintendent of the St. Louis, Keokuk and Northwestern Railway Company, being duly sworn, depose and say that they

have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed) R. LAW,

[R. R. SEAL.] *General Sup't St. L., K. & N. W. R'y Co.*

Subscribed and sworn to before me, this 15th day of September, A. D. 1883.

PHIL. MEYLING.

[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads this 17th day of September, A. D. 1883.

E. G. MORGAN.

Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO, MILWAUKEE & ST. PAUL

RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association.....		
Amount issued, number of shares, 444,452.44; amount paid in..		$ 44,445,244.00
Amount of common stock issued.....		27,904,261.00
Amount of preferred stock issued.....		16,540,983.00
Conditions of preferment:		
Preferred stock is entitled to 7 per cent dividend, if earned, to the exclusion of common stock; but common stock is entitled to 7 per cent before preferred can have more. After that, no preference.		
Total amount paid in as per books of the company.....		44,445,244.00
Amount of stock per mile of road.....	$ 9,846.00	
Amount of stock representing the road in Iowa (on basis of miles of road).....	12,996,837.00	
Amount of stock held in Iowa.....	1,400.00	
Total number of stockholders.....	1,269	
Number of stockholders in Iowa.....	2	

NOTE—For answers to questions 1 and 2, on this page; 1 to 15, inclusive, on page —, and 16 to 28, inclusive, on page —, we state that the present company was organized in 1863 and comprises various lines of road which had been built by other companies, the records of which are not all in our possession. On which account it is impossible to give the information desired.

DEBT.

Funded debt as follows:

NAME OF BONDS.	When issued.	When due.	INTEREST. Rate.	INTEREST. When payable.	Amount.
Consolidated	1875	1905	7	January and July	$ 10,868,000
Consolidated, old issue	1874	1904	7	January and July	215,000
La Crosse Division	1863	1893	7	January and July	5,279,000
Iowa & Minnesota Division	1867	1897	7	January and July	3,201,000
Prairie du Chien Division, first mortgage	1868	1898	8	February and August	3,674,000
Prairie du Chien Division, second mortgage	1868	1898	7.3	February and August	1,241,000
Chicago & Milwaukee Division	1873	1903	7	January and July	2,393,000
St. Paul (or River) Division	1872	1902	7	January and July	3,804,500
Iowa & Dakota Division	1869	1899	7	January and July	541,000
Iowa & Dakota Division extension	1878	1908	7	January and July	3,505,000
Hastings & Dakota Division	1872	1902	7	January and July	89,000
Hastings & Dakota Division extension	1880	1910	7	January and July	5,290,000
Southwestern Division	1879	1909	6	January and July	4,000,000
La Crosse & Davenport Division	1879	1919	5	January and July	2,500,000
Chicago & Pacific Division	1880	1910	6	January and July	3,000,000
Chicago & Pacific Western Division	1881	1921	5	January and July	14,375,000
Southern Minnesota Division	1880	1910	6	January and July	7,432,000
Mineral Point Division	1880	1910	5	January and July	2,840,000
Dubuque Division	1880	1920	6	January and July	6,710,000
Wisconsin Valley Division	1880	1920	6	January and July	1,700,000
Wisconsin & Minnesota Division	1881	1921	5	January and July	3,335,000
Chicago & Lake Superior Division	1881	1921	5	January and July	1,360,000
Second mortgage	1864	1884	7	April and October	387,000
Minnesota Central	1864	1894	7	January and July	123,000
Milwaukee & Western	1861	1891	7	January and July	215,000
Land Grant Income	1880	1890	7	January and July	278,000
Land Grant Income second series	1883	1890	7	January and July	1,600,000
Wisconsin Valley Railroad	1879	19 9	7	January and July	1,106,500
Oshkosh & Mississippi River Railway	1871	1891	8	January and July	35,000
Total					$ 91,097,000

Total amount of funded debt.....$ 91,097,000.00

Total amount of floating debt, in excess of assets..... 698,720.29

Total amount of debt liabilities..... $91,795,720.29

Amount of debt per mile of road.....$ 20,336.00

Total amount of stock and debt.....$136,240,964.29

Amount of stock and debt per mile of road.....$ 30,182.00

COST OF ROAD AND EQUIPMENT.

See preceding note on page 235.

Proportion of cost of road and equipment for Iowa.....$ 40,891,525.93

Average cost of road and equipment per mile in Iowa..... 30,978.00

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Bridging and masonry	$ 85,361.61
Land, land damages, and fences	193,293.21
Passenger and freight stations, coal sheds, and water stations	377,369.46
Engine houses, car sheds, turntables, machine shops, including machinery and tools	625,344.25
Purchase of other roads (specifying same), and all particulars	5,424,270.48
Construction: extension of road	4,590,381.13
Side tracks	295,663.46
Total for construction	$ 11,591,683.60

EQUIPMENT.

Locomotives, 52	$ 618,123.33
Passenger, mail, baggage and express cars, part cost, 58	223,661.17
Parlor, dining, and sleeping cars, 6	66,000.90
Freight and other cars, 1,302	759,569.62
Wrecking cars, pile drivers, and tools	5,554.96
Total for equipment	$ 1,672,909.08
Total expenditures charged to property accounts	$ 13,264,592.68

Property sold (or reduced in valuation on the books) and credited property accounts during the year (specifying same):		
Steamer sold	$ 2,500.00	
Real estate sold	4,030.00	$ 6,530.00
Net addition to property account for the year		$ 13,258,062.68

GENERAL EXHIBIT.

Total earnings	$ 21,938,434.07
Total expenses, including taxes	13,323,984.83
Net earnings	8,614.440.24
Interest accruing during the year	5,070,512.03
Interest paid during the year	5,039,445.03
Interest paid on funded debt	5,039,445.03
Dividends declared (7 per cent)	2,795,152.08
Dividends declared (10 per cent, stock)	3,550,974.00
Balance at commencement of the year	5,831,974.02
Balance at the close of the year, June 30, 1883	3,595,663.01
Income from other sources than earnings	534,810.86
Total income from all sources for the year	$ 22,473,244.93

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 4,530,551.23	
From through passengers	1,057,680.91	
From all passengers		$ 5,588,232.14
From express and baggage		402,850.48
From mails		427,081.92
From other sources, passenger department		166,649.30
Total earnings, passenger department		$ 6,584,763.84
Passenger earnings per train mile run (4,879,612 miles) ...$1.35		
Earnings, freight:		
From local	$ 14,145,126.62	
From through	1,006,115.68	
Total earnings, freight department		$ 15,151,242.30
Freight earnings per train mile run (8,929,255 miles) $1.70		
Total transportation earnings		21,736,006.14
Earnings per train mile run, from all trains earning revenue (13,808,867 miles)	$ 1.59	
Earnings per mile of road operated (*4,434 miles)	4,947.77	
Proportion of earnings for Iowa	4,721,144.34	
Rents received		12,082.52
Income from all other sources:		
Elevator earnings	$ 113,982.05	
Telegraph earnings	11,577.06	
Stock yards	64,786.30	190,345.41
Total earnings from all sources		$ 21,938,434.07
Proportion of income for Iowa	$ 4,721,144.34	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track, renewal of rails and ties	$ 2,067,033.58
No. tons rails laid, steel, 7,146 in Iowa.	
No. tons rails laid, iron, 1,193 in Iowa.	
No. ties laid, 430,546 in Iowa.	
Repairs of bridges, including culverts and cattle-guards	314,761.28
Repairs of fences, road-crossings and signs	72,213.41
Repairs of buildings, stations and water tanks	224,136.09
Total	$ 2,678,144.36

* Average miles of road in operation for the year.

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 896,966.41
Repairs of passenger and freight cars	1,327,654.56
Total	$ 2,224,620.97

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$ 1,811,079.69
Water supply (included in other accounts)	
Oil and waste	244,656.45
Locomotive service	1,305,030.08
Train service, all trains	929,892.58
Passenger train supplies (included in train and station supplies)	
Freight train supplies (included in train and station supplies).	
Damage and loss of freight and baggage	46,915.02
Damages to property and cattle	49,876.25
Personal injuries	125,196.05
Agents and station service	1,816,374.32
Station supplies (included in train and station supplies)	
Total	$ 6,323,016.84

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks			$ 410,137.03
Legal expenses			64,832.89
Insurance			78,406.02
Stationery and printing (train and station supplies)			389,871.54
Outside agencies and advertising			218,497.64
Contingencies			324,808.50
Taxes in Iowa	$ 83,872.41		
Taxes in other States	527,776.63	Total taxes	$ 611,649.04
Total			$ 2,098,202.66

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$ 2,678,144.36
Maintenance of motive power and cars		2,224,620.97
Conducting transportation		6,323,016.84
General expenses, including taxes		2,098,202.66
Total operating expenses and taxes		$ 13,323,984.83
Operating expenses and taxes per mile of road	$ 3,004.96	
Operating expenses and taxes per train mile run, for trains earning revenue (13,808,867 miles)	$ 0.96	
Proportion of operating expenses and taxes for Iowa		$ 3,478,550.27
Percentage of expenses to income	61	

GENERAL RECAPITULATION.

Total income	$ 22,473,244.93
Total operating expenses and taxes	13,323,984.83
Net income above operating expenses and taxes	9,149,260.10
Net income above operating expenses, taxes, interest and rentals	4,109,815.07

Gross income per train mile run (19,686,715 miles)	$ 1.14
Net income per train mile run (19,686,715 miles)	0.47
Percentage of net income to stock and debt	6.72
Percentage of net income to cost of road and equipment	6.54

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year	$ 5,831,974.02
Surplus at the close of the year	3,595,663.01
Amount absorbed in construction	3,595,663.01

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Construction and purchase of road, and equipment		$ 139,836,627.30
St. Paul & Duluth Railroad stock	$ 716,480.00	
Minneapolis Eastern Railway	108,300.05	
Milwaukee Land Company	74,695.76	
Illinois & Iowa Coal Mines	640,657.16	
St. Paul Depot & Elevator Co.'s	72,606.00	
Council Bluffs Elevator Company	41,666.67	
Other investments	10,700.00	
		1,665,105.64
Cash		239,576.19
Bills receivable		1,399,722.88
Due from agents and companies		408,811.13
Materials and supplies		1,753,816.84
Total		$145,303,659.98

CREDIT.

Capital stock, preferred	$	16,540,983.00
Capital stock, common		27,904,261.00
Funded debt		91,097,000.00
Dividends and interest unclaimed		69,561.48
Notes payable		1,937,738.83
Vouchers and accounts (current)		2,282,371.13
Land department		1,795,085.69
Other liabilities (miscellaneous accounts)		80,995.84
Income account		3,595,663.01
Total	$	145,303,659.98

DESCRIPTION OF ROAD.

Length of main line of road in Iowa	1,319.66
Length of main line of road in Illinois	310.68
Length of main line of road in Wisconsin	1,177.74
Length of main line of road in Minnesota	1,057.72
Length of main line of road in Dakota	648.42

Roads owned by this company:

ROADS.	Total length.	Length in Iowa.
From Milwaukee to Western Avenue, Chicago	82.20	.....
P. C. & St. Louis Junction to Mil. Av., Chicago	.40	.....
Libertyville Junction to Libertyville	3.00	.....
Chicago to Lanark Junction	115.68	.....
Lanark Junction to Savanna	21.43	.....
Savanna to Sabula	2.74	.20
Sabula to Marion	86.50	86.50
Marion to Council Bluffs	262.49	262.49
Galewood to Dunning	2.67	.....
Marion to Cedar Rapids	6.00	6.00
Racine to Lanark Junction	119.60	.....
Savanna to Port Byron Junction	48.47	.....
Eagle to Elkhorn	16.50	.....
Watertown to Hampton Mines	4.25	.....
Rockton to Rockford	15.00	.....
Davenport to Jackson Junction	150.60	150.60
Eldridge to Maquoketa	32.30	32.30
Farley to Paralta	43.60	43.60
Milwaukee to Prairie du Chien	194.40	.....
Mazomanie to Prairie du Chien	10.40	.....
Lone Rock to Richland Center	16.00	.....
Stock Yards Milwaukee, to Prairie du C. Jun.	.66	.....
Milton to Shullsburg	76.40	.....
Janesville to Beloit Junction	13.84	.....
Broadhead to Albany	7.15	.....
Warren to Mineral Point	32.75	.....

ROADS.	Total length.	Length in Iowa.
From Calamine to Plattville	18.00	.....
Milwaukee to La Crosse	196.39	.....
Madison to Portage	39.00	.....
Watertown Junction to Madison	36.55	.....
Lisbon to Necedah	12.86	.....
Viroqua Junction to Viroqua	32.20	.....
La Crosse Levee	.75	.....
North La Crosse to Bridge Junction	1.98	.....
Tomah to Merrill	108.53	.....
North Milwaukee to Portage	95.08	.....
Horicon to Berlin	42.30	.....
Rush Lake to Winneconne	14.80	.....
Beaver Dam Loop	2.10	.....
Spring St. Junction to Schwartzburg	5.34	.....
Ripon to Oshkosh	20.00	.....
Brandon to Markeson	11.49	.....
Clinton to Elk River Junction	10.00	10.00
Sabula Junction to La Crescent	161.55	136.65
Turkey River Junction to West Union	57.68	57.68
Bellevue to Cascade	35.59	35.59
Waukon Junction to Waukon	22.80	22.80
Caledonia Junction to Preston	57.50	.....
Bridge Junction to St. Paul	128.51	.....
St. Paul to St. Paul Junction	5.61	.....
St. Paul to Short Line Junction	8.30	.....
St. Croix Junction to Stillwater	24.90	.....
Wabasha to Zumbrota	59.00	.....
Wabasha to Eau Claire	49.87	.....
Red Cedar Junction to Cedar Falls	20.67	.....
McGregor to Minneapolis	215.42	84.88
Conover to Decorah	8.77	8.77
Beulah Junction to Stulta	14.40	14.40
Cannon Junction to Northfield	31.98	.....
Calmar to Chamberlain	399.20	249.28
Mason City to Austin	39.33	27.96
Emmettsburg to Estherville	22.40	22.40
Spencer to Okoboji	17.30	17.30
Marion Junction to Running Water	62.31	.....
Mitchell to Letcher	14.00	.....
Sioux City to Yankton	61.30	5.78
Yankton to Scotland	27.20	.....
Rock Valley to Eden	9.39	8.99
Elk Point to Sioux Falls	69.70	33.49
Bridge Switch to Howard	357.70	.....
Sioux Falls Junction to Sioux Falls	32.65	.....
Wells to Mankato	40.00	.....
Hastings to Ortonville	202.10	.....
Ortonville to Aberdeen	109.00	.....
Ashton to Ellendale and north	72.60	.....
Milbank to end of track	32.30	.....
Minneapolis to Benton	28.90	.....
Ottumwa Line	2.00	2.00

Total length of road belonging to this company	4,514.22
Aggregate length of sidings and other tracks not above enumerated	676.13
Same in Iowa	158.09
Aggregate length of track, computed as single track, exclusive of sidings	4,514.22
Same in Iowa	1,319.66
Total length of steel rails in tracks in Iowa, exclusive of sidings	559.80
Total length of iron rails in tracks in Iowa, exclusive of sidings	759.86

Weights per yard, steel, 56 to 67 pounds.
Weights per yard, iron, 35 to 60 pounds.
Gauge of track, standard, 4 feet 8½ inches.
Gauge of track, narrow, 3 feet.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:	
*Oshkosh & Mississippi River Railway Wisconsin, Ripon to Oshkosh, length, miles (included in statement on page 242)	20
If any part of the road was first opened for operation during the past year, state the date:	
Opened November 15, 1882, Spencer to Okoboji	17.30
December 18, 1882, Wadena to West Union	13.60
(Not in operation), Ottumwa line	2.00
Total miles of road operated by this company	4,514.22
Total miles of road operated by this company in Iowa	1,319,66

STATIONS.

(NOT INCLUDING FLAG STATIONS).

Number of stations on all roads owned by this company	631
Same in Iowa	184
Number of stations on all roads operated by this company	635
Same in Iowa	184
Number of telegraph offices in stations in Iowa	180

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	21,268
Same in Iowa	4,616
Amount paid employes, including officials, on all roads operated by this company, (year ending June 30, 1883)	$12,196,595.73
Same in Iowa	2,617,517.45

*This road is operated under lease, but the bonds are owned substantially by the Chicago, Milwaukee & St. Paul Railway company.

BRIDGES IN IOWA.

	No.	Aggregate Length.
Wooden truss bridges over 100 feet in length	49	7,111
Combination bridges over 100 feet in length	18	2,488
Iron bridges over 100 feet in length	2	345
Wooden truss bridges under 100 feet in length	70	4,438
Combination bridges under 100 feet in length	3	240
Iron bridges under 100 feet in length	2	158
Wooden trestle and pile	1,566	164,752

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 20 feet opening or more	
Less than 20 feet opening	19

BOX CULVERTS IN IOWA.

Timber	878
Stone	122

CATTLE GUARDS.

Number in Iowa, say	1,428

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)	Cannot state.

ROAD-BED AND TRACK.

Number of track sections in Iowa	220
Average length of sections, miles	6
Average number of men in each section gang	5.6
Number of new ties laid in track during the year in Iowa	430,546
Average number of new ties per mile of road	326
New rails laid in track during the year in Iowa—iron (1,193 tons)	
New rails laid in track during the year in Iowa—steel (7,146 tons),	
Total track laid with new rails during the year in Iowa, miles	93.6

What is the average number of years that iron rails last in your track on main line in Iowa? From four to six years.

What is the average number of years that iron rails last in your track on branches in Iowa? From seven to ten years.

What is the average number of years that steel rails last in your track on main line in Iowa? From eight to ten years.

What is the average number of years that ties last in your track in Iowa? From six to eight years.

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago & Northwestern Railway, at Clinton, Lyons, Tama City, Huxley, Wheatland, De Witt, Delmar Junction, Center Junction, Council Bluffs, Hawarden.

Central Iowa Railway, at State Center Junction, Mason City.

Des Moines & Fort Dodge Railroad, at Perry.

Wabash, St. Louis & Pacific Railroad, at Jamaica.

Chicago, Rock Island & Pacific Railway, at Neola, Council Bluffs.

Burlington, Cedar Rapids & Northern Railway, at Donnan, Nora Junction, Emmetsburg, Plymouth.

Illinois Central Railroad, at Dubuque, Charles City.

Minneapolis & St. Louis Railroad, at Britt.

Chicago, St. Paul, Minneapolis & Omaha Railroad, at Sheldon.

What railroads cross your road, either over or under, and at what locality?

Chicago & Northwestern R. R. at Manning, Algona, Center Junction.

Central Iowa R. R. at Pickering.

St. Louis, Des Moines & Northern R. R. at Madrid.

Illinois Central R. R. at Delaware.

Burlington, Cedar Rapids & Northern R. R. two between Louisa and Covington.

FENCING IN IOWA.

How many miles of fencing have you on your road?

Cannot state at this time.

ROLLING STOCK.

Number of locomotives	631
Number of passenger cars	247
Number of combination cars	5
Number of baggage, mail, and express cars	184
Number of parlor and sleeping cars	42
Number of dining cars	6
Number of box freight cars	11,646
Number of stock cars	2,356
Number of platform and coal cars	4,132
Number of other cars	385
Total cars	19,003
Maximum weight of locomotives and tenders, (tenders empty) tons	67
Average weight of locomotives and tenders, (tenders empty), tons	43
Number of locomotives equipped with train-brake	153

Kind of brake, air-brake.

Maximum weight of passenger cars, tons	26
Average weight of passenger cars, tons	22
Number of cars equipped with train-brake	441
Kind of brake, air-brake.	
Number of passenger cars equipped with Miller platform and buffer	441
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Cannot state.	

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	4,879,612
Miles run by freight trains during the year	8,929,255
Miles run by switching trains during the year	3,991,440
Miles run by other trains during the year	1,886,408
Total train mileage	19,686,715

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	5
Average weight of passenger trains, exclusive of passengers, tons	115
Average number of cars in freight trains	22
Average weight of freight trains, exclusive of freight, tons	242

PASSENGER TRAFFIC.

Number of through passengers carried	213,899
Number of local and special ticket passengers carried	4,027,739
Total number of passengers carried	4,241,638
Total passenger mileage, or passengers carried one mile	222,382,326
Average distance traveled by each passenger, miles	52 4-10
Average amount received from each passenger	$ 1.31.85
Highest rate of fare per mile for any distance	.04.00
Lowest rate of fare per mile for any distance	.01.25
Average rate of fare per mile for all passengers, cents	2.51

FREIGHT TRAFFIC.

Number of tons of through freight carried	465,419
Number of tons of local freight carried	4,868,038
Total tons of freight carried	5,333,457
Total mileage of through freight (tons carried one mile)	108,003,356
Total mileage of local freight (tons carried one mile)	954,421,627
Total freight mileage, or tons carried one mile	1,062,424,983

Average rate per ton per mile received for through freight, cents	.93
Average rate per ton per mile received for local freight, cents.	1.48
Average rate per ton per mile received for all freight, cents	1.43
Average rate per ton per mile received from freight to and from other roads, cents	.93

Percentage of freight originating at, and carried to, stations in Iowa to total freight carried in Iowa: We have no records which would enable us to answer this question.

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	53,808,527
Number of miles run by loaded freight cars west and north	76,105,278
Number of miles run by empty freight cars east and south	38,064,061
Number of miles run by empty freight cars west and north	16,677,291
Total freight car mileage	184,655,157
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	.41
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	.18

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles	21
Rate of speed of freight trains, including stops	12

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	997,053	18.688
Flour	335,773	6.286
Provisions (beef, pork, lard, etc.)	43,768	.823
Animals	360,069	6.750
Other agricultural products	159,098	3
Lumber and forest products	921,880	17.281
Coal	558,554	10.485
Plaster, lime and cement	36,837	.690
Salt	44,427	.833
Iron, steel, and castings	193,603	3.632
Stone and brick	288,097	5.400
Manufactures—articles shipped from point of production	121,720	2.283
Merchandise, and other articles not enumerated above	1,272,578	23.849
Total tons carried	5,333,457	100

TONNAGE OF ARTICLES FORWARDED FROM STATIONS WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	234,342	25.585
Flour	8,930	.975
Provisions (beef, pork, lard, etc.)	10,371	1.132
Animals	129,951	14.188
Other agricultural products	48,521	5.297
Lumber and forest products	91,229	9.960
Coal	59,417	6.487
Plaster, lime, and cement	1,040	.113
Salt	606	.066
Stone and brick	73,422	8.015
Iron, steel, and castings	21,367	2.332
Manufactures—articles shipped from point of production	6,499	.708
Merchandise, and other articles not enumerated above	230,288	25.141
Total tons carried	915,983	100

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE, AT SABULA, IOWA, FOR THE YEAR ENDING JUNE 30, 1883.

West bound, number of tons	310,947
East bound, number of tons	257,698
Total tons	568,645

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE, AT McGREGOR, IOWA, FOR THE YEAR ENDING JUNE 30, 1883.

East bound number of tons	134,120
West bound number of tons	164,682
Total tons	298,802

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? The American Express Company and United States Express Company; doing a general express business; freights taken from express companies at depots.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs

of cars, etc.; do they use the cars of your company or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? All fast freight lines doing business between eastern and northwestern points run over Chicago, Milwaukee & St. Paul Company's lines, but no contract or special arrangement exists whereby different rates from those charged the general public are made on freight secured by such fast freight lines.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company and amount paid to each?

NAMES.	Location.	Amount.
Ames Transportation Co.	Chicago	$ 378.91
Anderson Refrigerator Line	New York	1,213.75
American Refrigerator Line	St. Louis	960.51
M. H. Arnot & Co.	Elmira, N. Y.	2.71
Armour & Co.	Chicago	67.00
Barclay Coal and Mining Co.	Springfield, Ill.	4.99
Chicago & Wilmington Coal Co.	Chicago	137.42
C. C. Comstock	Grand Rapids, Mich.	69.97
J. I. Case & Co.	Racine, Wis.	282.48
Eureka Coal Co.	Chicago	57.60
Ellsworth & Co.	Chicago	2,389.12
Fairbanks, Canning & Co.	Chicago	9.09
Fish Bros. & Co.	Racine, Wis.	37.46
Joliet Steel Co.	Chicago	1,833.90
Mitchell Lewis Co.	Racine, Wis.	119.80
Mazeppa Milling Co.	Mazeppa, Minn.	2,657.72
Menasha Wooden Ware Co.	Chicago, Ill.	283.98
Northwestern Fuel Co.	St. Paul, Minn.	1,505.62
Racine Wagon and Carriage Co.	Racine, Wis.	41.13
Rend & Co.	Chicago	71.45
Streator Coal Co.	Streator, Ill.	21.53
St. Louis Refrigerator Co.	St. Louis	41.72
Texas Continental Transportation Co.	New Orleans	12.56
Tiffany Refrigerator Co.	Chicago	1.46
Wilmington Coal Mining and M. Co.	Chicago	7.44

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Sleeping cars are run by the Pullman Palace Car Co., who make their own regular charges for accommodations therein. Dining cars are run by the Chicago, Milwaukee & St. Paul R'y Co.; rate, 75 cents per meal. Parlor cars are run by the Chicago, Milwaukee & St. Paul R'y Co.; rates are as follows: For 50 miles and under, 25 cents; from 50 to 85 miles, 35 cents.

U. S. MAIL IN IOWA.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service?
Illinois line to Marion, $52.16 per mile per annum.
Marion to Council Bluffs, rate of pay not yet fixed.
Farley to Cedar Rapids, $54.72 per mile per annum.
Davenport to Calmar, $52.16 per mile per annum.
Davenport to Maquoketa, $42.75 per mile per annum.
Clinton to Minnesota line, $70.97 per mile per annum.
Turkey River Junction to Wadena, $42.75 per mile per annum.
Wadena to West Union, rate of pay not yet fixed.
Bellevue to Cascade, $42.75 per mile per annum.
Waukon Junction to Waukon, $42.75 per mile per annum.
McGregor to Minnesota line, $93.20 per mile per annum.
Conover to Decorah, $52.16 per mile per annum.
Buelah Junction to Stulta, $42.75 per mile per annum.
Calmar to Sheldon, $56.78 per mile per annum.
Sheldon to Pattersonville, $70.97 per mile per annum.
Pattersonville to Dakota line, $64.13 per mile per annum.
Mason City to Minnesota line, $65.84 per mile per annum.
Emmetsburg to Estherville, rate of pay not yet fixed.
Spencer to Okoboji, rate of pay not yet fixed.
Sioux City to Yankton, $64.98 per mile per annum.
Sioux City to Sioux Falls, $65.84 per mile per annum.

What amount have you paid for receiving and delivering mail to and from stations on your road? $13,563.89.

TELEGRAPH.

How many miles of telegraph are owned by your company? 708.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Company: 3,806 miles.

LANDS—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from Congressional grants..... 328,799.89

State the number of acres yet to inure to your company from Congressional grants: About 10,000 (not including 180,000 acres involved in suits with the Sioux City & St. Paul R'y Co.)

State the average price at which these lands have been sold or contracted by the company, per acre ..... $ 4.32

State the number of acres sold 281,136.87

State the amount received from sales, purchase price ..... $ 1,313,415.15

State the amount unpaid on outstanding contracts..... 403,428.36

State the gross amount received from sales, contracts, forfeited contracts, etc., up to June 30, 1883	1,427,140.51
State the amount expended in sale and management of lands	88,647.88
State the amount of taxes paid on lands	25,555.18
State the amount realized from the sale of lands above the expenses incurred in the management and taxes, including amounts unpaid on outstanding contracts, and after deducting $195,574.56 for breaking credits allowed	1,142,918.07

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

KILLED AND INJURED.

DATE.		NAME AND OCCUPATION	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882.				
July	16	Henry Sass, engineer	Pickering	Jumped off train; head cut and spine hurt.
July	17	Frank Ray, laborer	Clinton	Struck by train; killed.
July	26	Wm. Uhr, fireman	Bonair	Wreck; ribs disconnected from back bone.
July	26	M. L. Hibbard, fireman	Sny Magill	Wreck; killed.
July	26	Martin Burg, wood sawyer	Sny Magill	Wreck; back bruised and scalp wound.
July	26	A. B. Jugstadt, wood sawyer	Sny Magill	Wreck; ribs broken, hands cut.
July	26	Christ Olson, wood sawyer	Sny Magill	Wreck; Lip cut and teeth knocked out.
July	26	Chas. B. Glover, wood sawyer	Sny Magill	Wreck; ribs fractured.
July	26	Edward Clough, engineer	Sny Magill	Wreck; forehead cut and body bruised.
August	3	John McDonough, laborer	Rhodes	Struck by cable; jaw fractured.
August	10	James Shoemaker, conductor	Fayette	Coupling cars; Hand bruised and finger smashed.
August	18	Jeremiah Crim, farmer	Fayette	Knocked off hand car; arm and three ribs broken.
August	24	Harain Biggs, brakeman	Monticello	Fell off train; killed.
August	27	Joseph Basshon	Dubuque	Struck by train; killed.
September	15	Wm. Menicale, farmer	Postville	Struck by train; killed.
September	15	Mrs. Wm. Menicale	Postville	Struck by train; collar bone broken.
October	3	L. W. Lewis, conductor	Haverhill	Wreck; right leg broken.
October	8	Wm. Allen, brakeman	Dubuque	Fell off train; both legs cut off.
October	15	Frank Cannon, brakeman	Oxford Junction	Fell between cars; right leg cut off; left foot broken.
October	16	Godfred F. Cliffish, laborer	Elkport	Walking on track; killed.
October	31	John Daley, engineer	Council Bluffs	Wreck; leg broken.
November	6	John Shea, laborer	Riggs	Fell off hand-car; killed.
November	8	J. H. F. Dailey, brakeman	Jackson Junction	Wreck; back hurt.
November	8	C. E. Cate, brakeman	Jackson Junction	Wreck; foot fractured.
November	14	John Wood, car repairer	Madrid	Caught between cars; killed.
December	1	Thos. J. Bigham, switchman	Perry	Struck by cars; right leg fractured.
December	1	Brian Keligariff, laborer	Elkport	Fell off train; both legs cut off.
December	2	Thos. Smallwood, brakeman	Collins	Struck by elevator spout; killed.
December	10	Rudolph Rick, carperter.	Wadma	Fell off hand-car; killed.
December	11	John O. Jenkins, hostler	Van Horn	Struck by engine; killed.
December	11	Edwark Mahoney, switchman	Van Horn	Struck by engine; killed.
December	15	J. Fitzsimmons, brakeman	Charles City	Fell under cars; killed.
December	17	A. P. Kickingburg, laborer	Council Bluffs	Fell off car; killed.
December	21	Delleo D. Yount, brakeman	Stone City	Coupling cars; thumb and finger cut off.
December	22	W. J. O'Brien, brakeman	North McGregor	Coupling cars; killed.
December	25	Albert Munhard, laborer	Perue	Fell off freight train; Left leg cut off.

1883.				
January	3	Edward Butler, brakeman	Dedham	Glove froze to link ; two fingers cut off.
January	11	Jerry J. Elgin, fireman	Woodward	Wreck ; leg broken and head cut.
January	13	Samuel Bishop, fireman	Vinning	Knocked off water tank ; arm broken.
January	22	L. D. Shevalier, brakeman	Dubuque	Coupling cars ; two fingers smashed.
January	25	A. Neuistedt, merchant	Wesley	Wreck ; face cut and scalp wound.
January	25	Mrs. Sarah Scott, passenger	Wesley	Wreck ; bruised about the shoulders.
February	2	E. J. Gorham, engineer	Aspinwall	Wreck ; arm broken and knee hurt.
February	6	Samuel Hunter, night foreman	Perry	Fell between cars ; killed.
February	26	Robert Mercer, stone-cutter	Sand Springs	Wreck : killed.
February	26	Jerry McGuire, section foreman	Sand Springs	Wreck ; killed.
March	5	James Artry, section man	Harper's Ferry	Fell off hand-car ; spine hurt.
March	7	Jacob Sampson, track-walker	Yellow River	Fell between cars : left foot cut off.
March	10	George Blakely, brakeman	Dubuque	Coupling cars ; right hand injured.
March	17	Fred. Cardo, car repairer	Dubuque	Caught foot in frog ; killed.
April	4	M. Morrison, brakeman	North McGregor	Knocked off cars ; left leg amputated.
April	11	August Krelger, brakeman	Calmar	Fell off cars ; killed.
April	26	Frank Wheeler, brakeman	Cedar Rapids	Coupling cars ; killed.
April	29	John Mitchell, tramp	Cambridge	Fell between cars ; killed.
May	19	James Rice, boy	Delmar Junction	Fell between cars ; killed.
June	14	Charles Shermer, brakeman	North McGregor	Fell between cars ; killed.
June	24	John H. McEvoy, operator	Dubuque	Fell under switch engine ; killed.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employés.	Others.	Passengers.	Employes.	Others.
Derailments	1	2	.....	2	12	.....
Caught in frogs	.....	1	.....	.....	.....	.....
Coupling cars	.....	2	.....	.....	5	.....
Falling from trains	.....	7	.....	.....	6	.....
Getting on and off trains	.....	.....	.....	.....	1	.....
Miscellaneous	.....	4	.....	.....	1	.....
Stealing rides	.....	.....	3	.....	.....	3
Trespassers on track	.....	.....	5	.....	1	1
Total	1	16	8	2	26	4

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	25
Number of persons injured during the year	32
Number of casualties purely accidental during the entire year: Train accidents purely accidental.	
Number resulting from lack of caution, carelessness or misconduct: The majority of injuries, excepting those caused by derailments, were through carelessness or want of caution.	
Number of persons killed or injured while intoxicated	None.
Number of trespassers on track killed or injured	7
Number of tramps or others stealing rides killed or injured	6

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Alexander Mitchell, Milwaukee.

Vice-President—Julius Wadsworth, New York.

Second Vice-President—J. B. Dumont, New York.

Secretary—P. M. Myers, Milwaukee.

Treasurer—R. D. Jennings, Milwaukee.

General Manager—S. S. Merrill, Milwaukee.

General Superintendent—J. T. Clark, Milwaukee.

Assistant General Superintendents—C. H. Prior, Minneapolis; H. C. Atkins, Milwaukee; D. A. Olin, Racine.

Division Superintendents—John Jackson, Sioux City; L. B. Rock, Milwaukee; C. W. Case, Dubuque; G. W. Sanborn, Mason City; H. R. Williams, Minneapolis; F. D. Underwood, La Crosse; W. G. Collins, Milwaukee; S. J. Collins, Chicago; R. B. Campbell, Milwaukee; A. J. Earling, Marion; W. M. Kellie, Minneapolis.

Chief Engineer—D. J. Whittemore, Milwaukee.

Superintendent of Telegraph—G. E. Simpson, Milwaukee.
General Auditor—James P. Whaling, Milwaukee.
General Passenger Agent—A. V. H. Carpenter. Milwaukee.
Superintendent Freight Traffic—William G. Swan, Milwaukee.
General Freight Agent—A. C. Bird, Milwaukee.
General Solicitor—John W. Cary, Milwaukee.

DIRECTORS.

Alexander Mitchell, Milwaukee.
Julius Wadsworth, New York.
Selah Chamberlain, Cleveland.
A. R. Van Nest, New York.
William Rockefeller, New York.
H. T. Dickey, Newport.
John Plankinton, Milwaukee.
J. Milbank, New York.
J. T. Woodward, New York.
Peter Geddes, New York.
James Stillman, New York.
S. S. Merrill, Milwaukee.
Jason C. Easton, Lanesboro, Minnesota.

Date of annual meeting of stockholders, June.
Fiscal year of company ends December 31st.
General offices of the company are located at Milwaukee, Wisconsin.

STATE OF WISCONSIN, }
COUNTY OF MILWAUKEE, } ss

S. S. Merrill, General Manager, and P. M. Myers, Secretary, of the Chicago, Milwaukee and Saint Paul Railway Company, being sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed) S. S. MERRILL,
General Manager.

[R. R. SEAL.] P. M. MYERS,
Secretary.

Subscribed and sworn to before me, this 13th day of September, A. D. 1883.

[L. S.] H. H. FIELD,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 17th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO & NORTHWESTERN RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association	Not fixed.	
Amount of common stock issued		$ 38,[illegible]
Amount of preferred stock issued, and conditions of preferment; preference, 7 per cent		22,[illegible]
Total amount paid in as per books of the company		$ 61,[illegible]
Amount of stock per mile of road	$ 20,103.83	
Amount of stock representing the road in Iowa	10,117,500.00	
Amount of stock held in Iowa	1,600.00	
Total number of stockholders	1,449	
Number of stockholders in Iowa	6	

DEBT.

Funded debt as follows:

NAME OF BOND.	Issued.	Due.	INTEREST. Rate.	INTEREST. Payable.	Amount.
Preferred sinking fund	July 1, 1859	Aug. 1, 1885	7	Feb. 1, and Aug. 1	$ 971,400
Funded coupon	Aug. 1, 1881	Nov. 1, 1883	7	May 1, and Nov. 1	676,300
General 1st mortgage	July 1, 1859	Aug. 1, 1885	7	Feb. 1, and Aug. 1	3,440,300
Appleton extension	Nov. 1, 1860	Aug. 1, 1885	7	Feb. 1, and Aug. 1	116,000
Green Bay extension	April 1, 1862	Aug. 1, 1885	7	Feb. 1, and Aug. 1	180,000
Mississippi River Bridge	Jan. 1, 18 4	Jan. 1, 1884	7	Jan. 1, and July 1	153,000
Beloit & Madison	Jan. 1, 1863	Jan. 1, 1888	7	Jan. 1, and July 1	176,000
Peninsula R. R.	July 1, 1863	Sept. 1, 1898	7	March and Sept.	154,000
Consolidated sinking fund	Jan. 16, 1865	Feb. 1, 1915	7	Feb. 1, and May 1 / Aug. 1, and Nov. 1	7,033,000
Chicago & Milwaukee R'y	July 1, 1863	July 1, 1898	7	Jan. and July	1,700,000
Milwaukee & Madison R'y	Sept. 1, 1880	Sept. 1, 1905	6	March 1, and Sept. 1	1,60 ,000
Chicago & Tomah	Sept. 1, 1880	Nov. 1, 1905	6	May 1, and Nov. 1	1,528,000
Chi., M. & No. W. R'y	May 1, 1882	Nov. 1, 1915	6	May 1, and Nov. 1	750,000
No. West. Union R'y	June 1, 1872	June 1, 1917	7	March 1, and Sept. 1	3,500,000
Madison extension	April 1, 1871	April 1, 1911	7	April 1, and Oct. 1	3,150,000
Menominee extension	June 1, 1871	June 1, 1911	7	June 1, and Dec. 1	2,700,000
General consolidated, gold	Nov. 30, 1872	Dec. 1, 1902	7	June 1, and Dec. 1	12,343,000
Menominee River R. R.	July 1, 1876	July 1, 1906	7	Jan. 1, and July 1	400,000
Menominee River R. R. exten.	Jan. 1, 1880	July 1, 1906	7	Jan. 1, and July 1	160,000
Esc. & Lake Superior R'y	July 1, 1881	July 1, 1901	6	Jan. 1, and July 1	720,000
Consolidated S. F. of 1879	Oct. 1, 1879	Oct. 1, 1929	6	April 1, and Oct. 1	6,305,000
Consolidated S. F. of 1879	Oct. 1, 1879	Oct. 1, 1929	5	April 1, and Oct. 1	7,785,000
Sinking Fund Debent'res of 1933	May 1, 1883	May 1, 1933	5	May 1, and Nov. 1	9,000,000
W. & St. P. R. R., 1st mortgage	April 10, 1867	Jan. 1, 1887	7	Jan. 1, and July 1	2,469,000
W. & St. P. R. R., 2d mortgage	Nov. 1, 186	Nov. 1, 1907	7	May 1, and Nov. 1	1,092,000
W. & St. P. R. R., Ext., gold	Dec. 1, 1871	Dec. 1, 1916	7	June 1, and Dec. 1	4,254,000
Minn. Valley R'y	Oct. 1, 1878	Oct. 1, 1908	7	April 1, and Oct. 1	150,000
Roch. & No. Minn. R'y.	Sept. 1, 1878	Sept. 1, 1908	7	March 1, and Sept. 1	200,000
Plainview R. R.	Sept. 1, 1878	Sept. 1, 1908	7	March 1, and Sept. 1	100,000
Dak. Cent. R'y (W. St. P., Con.)	May 1, 1882	Sept. 1, 1907	6	March 1, and Sept. 1	1,665,000
Dak. Cent. R'y (So. Ea. Div.)	Nov. 1, 1882	Nov. 1, 1907	6	May 1, and Nov. 1	1,000,000
Iowa Midland R'y	Aug. 1, 1870	Oct. 1, 1900	8	April 1, and Oct. 1	1,350,000
Des M. & M. R. R.	Feb. 1, 1882	Feb. 1, 1907	7	Feb. 1, and Aug. 1	600,000
Total					$77,321,000

Total amount of funded debt ..... $ 77,321,000.00

Total amount of floating debt 5,181,553.27

Total amount of debt liabilities ..... $ 82,502,553.27

Amount of debt per mile of road ..... $ 26,666.61

Total amount of stock and debt 144,135,873.80

Amount of stock and debt per mile of road 46,770.44

COST OF ROAD AND EQUIPMENT.

COST OF EQUIPMENT.

Total cost of road and equipment 137,317,674.52

Average cost of road and equipment per mile (3,065.75 miles) .. $ 44,790.89

Proportion of cost of road and equipment for Iowa 22,550,421.47

Average cost of road and equipment per mile in Iowa (503.46 miles) 44,790.89

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading and masonry		$ 102,111.51
Bridging		236,876.07
Superstructure, including rails		1,324,270.49
Land, land damages and fences		195,733.87
Passenger and freight stations, coal sheds, and water stations. Engine houses, car sheds and turntables. Machine shops, including machinery and tools		230,345.20
Engineering, agencies, salaries and other expenses during construction		86,865.14
Balance other expenditures		2,422,115.02
Total for construction		$ 4,598,317.30

EQUIPMENT.

Total for equipment		$ 758,092.33
Total expenditures charged to property accounts		$ 5,356,409.63
Amount the capital has been increased by stock or other dividends that is not represented by actual increase of property, dividing surplus or other increase		Nothing.
Net addition to property account for the year		$ 5,356,409.63

GENERAL EXHIBIT.

Total earnings		$ 21,251,339.74
Total expenses, including taxes		14,309,584.66
Net earnings		9,941,755.08
Rentals, specifying amount paid to each company		1,578,052.98
C., I. & N. P. R.	$ 584,399.45	
C. R. & M. R. R. R.	861,014.37	
Maple River R. R.	67,606.76	
D. M. & M. R. R.	65,032 35	
Interest accruing during the year		4,343,787.37
Interest paid during the year		4,248,752.38
Sinking funds		98,120.00
Dividends declared:		
Seven per cent on common	$ 1,108,067.80	
Eight per cent on preferred	1,782,268.72	2,890,336.52
Balance for the year		1,031,458.26
Balance at commencement of year		7,648,192.41
Balance at the close of the year, June 30, 1883		8,679,650.67
Total income from all sources for the year		$ 24,251,339.74

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers		$ 6,212,478.98
From express		416,137.28
From mails		425,353.00
Total earnings, passenger department		$ 7,053,969.26
Earnings per train mile run (4,959,500 miles) $1.42.23.		
Earnings, freight:		
Total earnings freight department		16,957,017.28
Earnings per train mile run (9,939,520 miles), $1.70.60		
Total transportation earnings		$ 24,010,986.54
Transportation earnings per train mile run, from all trains earning revenue (14,899,020 miles), $1.61.15.		
Transportation earnings per mile of road operated (3,488.75 average miles), $6,882.40.		
Proportion of transportation earnings for Iowa (actual)	$6,008,980.35	
Income from all other sources, (miscellaneous earnings)		240,353.20
Total income from all sources		$ 24,251,339.74
Proportion of income for Iowa, $6,076,288.66.		

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 1,721,631.18
Renewal of rails	364,117.72
(Number tons laid, steel, 10,144.)	
(Number tons laid, iron, 40.)	
Renewal of ties	269,205.51
(Number laid, 622,644.)	
Repairs of bridges, including culverts and cattle-guards	544,173.60
Repairs of fences, road-crossings, and signs	127,383.09
Repairs of buildings, stations and water-tanks	433,401.39
Total	$ 3,459,912.49

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 923,577.93
Repairs of passenger cars	521,154.93
Repairs of freight cars	898,084.05
Total	$ 2,342,816.91

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$ 1,974,079.89
Water supply	91,281.87
Oil and waste	216,600.01
Locomotive service	1,346,269.94
Passenger train service	270,807.52
Passenger train supplies	55,866.14
Mileage of passenger cars (debit balance)	5,909.60
Freight train service	619,311.50
Freight train supplies	26,822.46
Mileage of freight cars (debit balance)	110,232.06
Telegraph expenses (maintenance and operating)	287,693.04
Damage and loss of freight and baggage	69,209.94
Damages to property and cattle	34,755.56
Personal injuries	115,934.93
Agents and station service	1,875,321.77
Station supplies	101,366.95
Total	$ 7,201,463.18

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 152,831.17
Legal expenses		63,505.88
Insurance		953.03
Stationery and printing		111,255.79
Outside agencies and advertising		220,337.34
Contingencies		129,701.09
Taxes in Iowa	$ 145,313.01	
Taxes in other States	481,494.77—Total taxes,	626,807.78
Total		$ 1,305,392.08

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 3,459,912.49
Maintenance of motive power and cars	2,342,816.91
Conducting transportation	7,201,463.18
General expenses, including taxes	1,305,392.08
Total operating expenses and taxes	$ 14,309,584.66

Operating expenses and taxes per mile of road, $4,101.64.

Operating expenses and taxes per train mile run, for trains earning revenue (14,899,020 miles), $0.96.05.

Proportion of operating expenses and taxes for Iowa ..... $ 4,957,998.55

Percentage of expenses and taxes to income, .59.

GENERAL RECAPITULATION.

Total income	$ 24,251,339.74
Total operating expenses and taxes	14,309,584.66
Net income above operating expenses and taxes	9,941,755.08
Net income above operating expenses, taxes, sinking funds, interest and rental	3,921,794.78

Gross income per train mile run (14,899.020 miles), $1.62.77
Net income per train mile run (14,899,020 miles), $0.66.72.
Percentage of net income to stock and funded debt, 7.15.
Percentage of net income to cost of road and equipment, 7.24.
Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year	$ 7,648,192.41
Surplus at the close of the year	8,679,650.67
Cash	3,250,841.17
The amount of its own stock or bonds owned by the company.	1,180,114.82
Amount absorbed in construction and equipment	1,804,042.87
Amount in material and balances from other roads	2,444,651.81

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Construction and equipment	$ 137,317,674.52
Bonds owned by company	557,500.00
Stock owned by company	622,614.88
Cost of securities of sundry proprietary companies	7,182,419.31
Real estate contracts	200,000.00
Cash	3,250,841.17
Bills receivable	43,104.02
Due from agents and companies	1,196,718.76
Material and supplies	2,444,651.81
Total	$ 152,815,524.47

CREDIT.

Capital stock	$ 61,633,320.53
Funded debt	77,321,000.00
Interest unpaid	626,219.64
Dividends unpaid	105,253.20
Notes payable	300,000.00
Vouchers and accounts	2,570,251.63
Other liabilities	1,579,828.80
Profit and loss, or income account	8,679,650.67
Total liabilities	$ 152,815,524.47

DESCRIPTION OF ROAD.

MILES OF COMPLETED ROAD JUNE 30, 1883.

FROM	Total miles.	Illinois.	Iowa.	Wisconsin.	Michigan.	Minnesota.	Dakota.	Leased.
Chicago to Mississippi river	137.00	137.00	.....	.....	.....	.....	.....	.....
Mississippi river to Council Bluffs	354 00	.....	354.00	.....	.....	.....	.....	354.00
Clinton to Lyons	2.60	.....	2.60	.....	.....	.....	.....	2.60
Lyons to Anamosa (and quarry)	70.97	.....	70.97	.....	.....	.....	.....	.....
Maple River Junction to Mapleton	60.15	.....	60.15	.....	.....	.....	.....	60.15
Wall Lake to Holstein	44.26	.....	44.26	.....	.....	.....	.....	44.26
Des Moines to T. & N. W. connection	57.34	.....	57.34	.....	.....	.....	.....	57.34
Boone to Coal Banks	3.25	.....	3.25	.....	.....	.....	.....	.....
Carroll to Kirkman	34.81	.....	34.81	.....	.....	.....	.....	.....
Manning to Audubon	17.00	.....	17.00	.....	.....	.....	.....	.....
Stanwood to Tipton	8.50	.....	8.50	.....	.....	.....	.....	.....
Tama to Elmore	164.31	.....	164.31	.....	.....	.....	.....	.....
Jewell Junction to D. M. & M. Conn.	1.75	.....	1.75	.....	.....	.....	.....	.....
Jewell Junction to Lake City	58.30	.....	58.30	.....	.....	.....	.....	.....
Eagle Grove to Hawarden	144.57	.....	144.57	.....	.....	.....	.....	.....
Chicago to Freeport	121.00	121.00	.....	.....	.....	.....	.....	.....
Chicago to South Branch	4.50	4.50	.....	.....	.....	.....	.....	.....
Chicago to Montrose	5.20	5.20	.....	.....	.....	.....	.....	.....
Elgin to Lake Geneva	45 04	36.34	.....	8.70	.....	.....	.....	.....
Geneva to Batavia	3.20	3.20	.....	.....	.....	.....	.....	.....
Geneva to St. Charles	2.40	2.40	.....	.....	.....	.....	.....	.....
Chicago to Ft. Howard	242.20	70.80	.....	171.40	.....	.....	.....	.....
Appleton Water Power Extension	3.63	.....	.....	3.73	.....	.....	.....	.....
Kenosha to Rockford	72.10	44.60	.....	27.50	.....	.....	.....	.....
Sheboygan to Princeton	78.40	.....	.....	78.40	.....	.....	.....	.....
Janesville to Afton	6.10	.....	.....	6.10	.....	.....	.....	.....
Chicago to Milwaukee	85 00	44.76	.....	40.24	.....	.....	.....	.....
Milwaukee to Fond du Lac	62.63	.....	.....	62.63	.....	.....	.....	.....
Milwaukee to Montfort	140.88	.....	.....	140.88	.....	.....	.....	.....
Galena to Woodman	76.84	10.25	.....	66.59	.....	.....	.....	.....
Lancaster Junction to Lancaster	12.04	.....	.....	12.04	.....	.....	.....	.....
Platteville Junction to Platteville	4 00	.....	.....	4.00	.....	.....	.....	.....
Ft. Howard to Ishpeming	182.10	.....	.....	49.45	132.65	.....	.....	.....
Powers to Florence	42.08	.....	.....	12.90	29.18	.....	.....	.....
Florence to Crystal Falls	16.69	.....	.....	4.49	12.20	.....	.....	.....
Iron River Junction to Stambaugh	18 57	.....	.....	.....	18.57	.....	.....	.....
Naventa to Metropolitan	34.86	.....	.....	.....	34.86	.....	.....	.....
Branches to mines:								
Off main line	39.80	.....	.....	.....	39.80	.....	.....	.....
Off E. & L. S. line	8.44	.....	.....	.....	8.44	.....	.....	.....
Off M. R. railroad	31.79	.....	.....	.....	31.79	.....	.....	.....
Belvidere to Winona	227.00	20.10	.....	206.90	.....	.....	.....	.....
Trempellean to Galesville	6 71	.....	.....	6.71	.....	.....	.....	.....
Winona to Watertown	322.98	.....	.....	.....	.....	288.50	34.48	.....
Mankato Junction to Mankato	3.75	.....	.....	.....	.....	3.75	.....	.....
Sleepy Eye to Redwood Falls	24.40	.....	.....	.....	.....	24.40	.....	.....
Rochester to Zumbrota	24.48	.....	.....	.....	.....	24.48	.....	.....
Eyota to Plainview	15.01	.....	.....	.....	.....	15.01	.....	.....
Eyota to Chatfield	11.46	.....	.....	.....	.....	11.46	.....	.....
Tracy to Dakota Line	46.40	.....	.....	.....	.....	46.40	.....	.....
Minnesota State Line to Pierre	209.11	.....	.....	.....	.....	.....	209.11	.....
Ordway Junction to Ordway	87.48	.....	.....	.....	.....	.....	87.48	.....
Ordway to Columbia	5.47	.....	.....	.....	.....	.....	5.47	.....
Watertown to Redfield	71.00	.....	.....	.....	.....	.....	71.00	.....
Watertown Junction to Castlewood	30.55	.....	.....	.....	.....	.....	30.55	.....
Total	3,584.10	500.15	1,021.81	902.56	307.49	414.00	438.09	518.35

Total length of road operated by this company..... 3,584,10
Total length of road operated by this company in Iowa..... 1,021.81
Aggregate length of sidings in Iowa..... 128.42
Total length of steel rails in tracks in Iowa, exclusive of sidings..... 865.33
Total length of iron rails in tracks in Iowa, exclusive of sidings..... 156.48
Weights per yard, steel, 50 to 60 pounds.
Weights per yard, iron, 50 to 60 pounds.
Gauge of track, 16 miles of 3 feet, 3,568.10 miles of 4 feet 8½ inches.

If any part of the road was first opened for operation during the past year, state the date.

ROAD COMPLETED AND OPENED FOR PUBLIC USE DURING THE YEAR ENDING JUNE 30, 1883.

DATE.	FROM	Wisconsin.	Illinois.	Michigan.	Iowa.	Minnesota.	Dakota.	Total.
1882.								
July 24	Sioux Rapids to Peterson	.....	.....	.....	14.01	.....	.....	14.01
August 21	Peterson to Paulina	.....	.....	.....	19.31	.....	.....	19.31
September 1	Brookings to Esteline	.....	.....	.....	.....	.....	18.35	18.35
September 18	Esteline to Castlewood	.....	.....	.....	.....	.....	12.20	12.20
September 27	Ordway to Columbia	.....	.....	.....	.....	.....	5.47	5.47
October 1	Paulina to Orange City	.....	.....	.....	20.10	.....	.....	20.10
October 23	Clark Center to Redfield	.....	.....	.....	.....	.....	40.00	40.00
November 6	Orange City to Hawarden	.....	.....	.....	23.05	.....	.....	23.05
December 7	Naventa to Metropolitan	.....	.....	34.86	.....	.....	.....	34.86
December 7	Iron P. J. to Stambaugh	.....	.....	18.57	.....	.....	.....	18.57
December 23	Branches to mines Men. R. R. R.	.....	.....	21.22	.....	.....	.....	21.22
December 28	Branches to mines E. & L. S. line	.....	.....	8.44	.....	.....	.....	8.44
1883.								
January 1	Sac City to Holstein	.....	.....	.....	31.50	.....	.....	31.50
April 5	Trempelean to Galesville	6.71	.....	.....	.....	.....	.....	6.71
	Total	6 71	.....	83.09	107.97	.....	76.02	273.79

Total miles of road operated by this company..... 3,584.10
Total miles road operated by this company in Iowa..... 1,021.81

STATIONS.

Number of stations on all roads owned by this company, at which there are agents..... 484
Same in Iowa at which there agents..... 72
Number of stations on all roads operated by this company at which there are agents..... 572
Same in Iowa at which there are agents..... 160
Number of telegraph offices in stations in Iowa at which there are agents..... 148

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	15,970
Same in Iowa	3,405
Amount paid employes, including officials, on all roads operated by this company	$ 9,398,385.67
Same in Iowa	1,907,040.24

BRIDGES IN IOWA.

	No.	Aggregate length.
Wooden truss bridges over 100 feet in length	5	624
Combination bridges over 100 feet in length (number of trusses 21)	9	2,919
Iron bridges over 100 feet in length	9	2,218
Wooden truss bridges under 100 feet in length	22	1,824
Combination bridges 100 feet in length	6	481
Iron bridges under 100 feet in length	15	878
Wooden trestle and pile	1,425	117,566

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 25 feet opening or more	18	7,497
Less than 25 feet opening	499	

BOX CULVERTS IN IOWA.

Timber	235
Stone	75

CATTLE-GUARDS.

Number of in Iowa	1,249

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)		815,191
Amount of trestle work replaced with earth during the year (lineal feet)		224
Timber culverts replaced with timber	2	

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
Bridge 156, Bertram	Beam	Iron	1882 and 1883	22
Near quarry, 2 bridges	Lattice	Iron and stone.	1882 and 1883	160
Near Moingona	Lattice	Iron and stone.	1882 and 1883	80
Near Moingana	Girder	Iron and stone.	1882 and 1883	48
Near Moingona	Girder	Iron and stone.	1882 and 1883	48
Near Moingona	Girder	Iron and stone.	1882 and 1883	46
Near Moingona	Arch	Stone	1882 and 1883	20
Near Moingona	Arch	Stone	1882 and 1883	06
Near Moingona	Combination	Wood and iron	1882 and 1883	160
29 bridges on main line	Trestle and pile	Piling	1882 and 1883	2,948
26 bridges on main line	Stone, wood and pile cul.	Piling	1882 and 1883	410
9 bridges on Tipton Branch	Trestle and pile	Piling	1882 and 1883	464
1 bridge on Tipton Branch	Stone, wood and pile cul.	Piling	1882 and 1883	16
17 bridges on Iowa Mid	Trestle and pile	Piling	1882 and 1883	1,621
12 bridges on Iowa Mid	Stone, wood and pile cul.	Piling	1882 and 1883	192
23 br'ges on Des Moines Div.	Wood culvert	Piling	1882 and 1883	368
5 bridges on Des Moines Div.	Trestle and pile	Piling	1882 and 1883	792
1 bridge on Audubon Branch	Pile bridge	Piling	1882 and 1883	96
1 bridge on Audubon Branch	Pile culvert	Piling	1882 and 1883	16
1 bridge on T. R'y C. & M. Div.	Trestle and pile	Piling	1882 and 1883	128
5 bridges on T. R'y C. & M. Div	Pile culvert	Piling	1882 and 1883	80
Total				7,023

Give the average number of years the trestle and pile bridges last on your road in Iowa 10

Give the average number of years that wooden truss bridges last on your road in Iowa 10

ROAD-BED AND TRACK.

Number of track sections in Iowa 233

Average length of sections, miles (about) 5

Average number of men in each section gang (about) 6

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Milwaukee & St. Paul Railroad, at Clinton.
Chicago, Milwaukee & St. Paul Railroad, at Lyons.
Chicago, Milwaukee & St. Paul Railroad, at Delmar Junction.
Chicago, Milwaukee & St. Paul Railroad, at Clinton Junction.
Chicago, Milwaukee & St. Paul Railroad, at De Witt.
Chicago, Milwaukee & St. Paul Railroad, at Wheatland.
Chicago, Milwaukee & St. Paul Railroad, at Tama.
Chicago, Milwaukee & St. Paul Railroad, at Sheldahl.
Chicago, Milwaukee & St. Paul Railroad, at Council Bluffs.
Burlington, Cedar Rapids & Northern Railroad, at Cedar Rapids.
Central Iowa Railroad, at Marshalltown.
Wabash, St. Louis & Pacific Railroad, at Des Moines.
Minneapolis & St. Louis Railroad, at Ogden.

Des Moines & Ft. Dodge Railroad, at Grand Junction.
Des Moines, Adel & Western Railroad, at New Jefferson.
Chicago, Burlington & Quincy Railroad, at Council Bluffs.
Chicago, Rock Island & Pacific Railroad, at Council Bluffs.
Wisconsin, Iowa & Nebraska Railroad, at Gladbrook.
Central Iowa Railroad, at Gifford.
Des Moines & Ft. Dodge Railroad, at Gowrie.
Wabash, St. Louis & Pacific Railroad, at Lohrville.
Illinois Central Railroad, at Webster City.
Burlington, Cedar Rapids & Northern Railroad, at Thrall.
Minneapolis & St. Louis Railroad, Whitman.
Des Moines & Ft. Dodge Railroad, at Rubens.
Chicago, St. Paul, Minneapolis & Omaha Railroad, at Alton.
Chicago, Milwaukee & St. Paul Railroad, at Hawarden.

What railroads cross your road, over or under, and at what locality?
Chicago, Milwaukee & St. Paul Railroad, at Center Junction.
Chicago, Milwaukee & St. Paul Railroad, at Manning.
Minneapolis & St. Louis Railroad, at Dayton.
St. Louis, Des Moines & Northern Railroad, at Boone.
Chicago, Milwaukee & St. Paul Railroad, at Algona.
Minneapolis & St. Louis Railroad, at Dakota City.

Number of highway crossings at grade	925
Number of highway crossings at which there are flagmen	6
Number of highway crossings over railroad	6
Number of highway crossings under railroad	19
Number of highway bridges 18 feet above track	6
Number of highway bridges less than 18 feet above track	None

FENCING IN IOWA.

How many miles of fencing have you on your road	1,253
How many miles of new fencing have you built during the year	59

Give number of miles needed on both sides of your track in each county in Iowa: No data; fence is built as fast as needed.

ROLLING STOCK.

Number of locomotives	580
Number of passenger cars	283
Number of baggage, mail, and express cars	128
Number of parlor and sleeping cars	7
Number of dining cars	6
Number of box freight cars	10,143
Number of stock cars	1,435
Number of platform and coal cars	2,654
Number of other cars	4,251
Total cars	18,907

Maximum weight of locomotives and tenders, tons	60
Average weight of locomotives and tenders, tons	53
Number of locomotives equipped with train brake	262
Kind of brake: Westinghouse air brake.	
Maximum weight of passenger cars, tons	29
Average weight of passenger cars, tons	27
Number of cars equipped with train brake	424
Kind of brake: Westinghouse air brake.	
Number of passenger cars equipped with Miller platform and buffer	424
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, 39 tons, tons	275

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	4,959,500
Miles run by freight trains during the year	9,939,520
Miles run by switching trains during the year	4,452,855
Miles run by other trains during the year	1,390,428
Total train mileage	20,742,303

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains (about)	4.64
Average weight of passenger trains, exclusive of passengers, tons (about)	121
Average number of cars in freight trains (about)	23.91
Average weight of freight trains, exclusive of freight (about)	263

PASSENGER TRAFFIC.

Total number of passengers carried	8,057,623
Total passenger mileage, or passengers carried one mile	253,141,758
Average distance traveled by each passenger, miles	31.42
Average amount received from each passenger, cents	77.10
Highest rate of fare per mile for any distance	4
Lowest rate of fare per mile for any distance, cents	½
Average rate of fare per mile for all passengers	2.45

FREIGHT TRAFFIC.

Total tons of freight carried	7,846,226
Total freight mileage or tons carried one mile	1,190,112,253
Average rate per ton per mile received for through freight, cents	
Average rate per ton per mile received for local freight, cents	
Average rate per ton per mile received for all freight, cents	1.42
Average rate per ton per mile received from freight to and from other roads	

CAR MILEAGE.

Number of miles run by loaded freight cars east and north	66,110,850
Number of miles run by loaded freight cars west and south	72,573,395
Number of miles run by empty freight cars east and north	27,677,961
Number of miles run by empty freight cars west and south	22,630,710
Total freight car mileage	188,992,916
Percentage of empty freight cars hauled east and north to all freight cars hauled east and north	29.51
Percentage of empty freight cars hauled west and south to all freight cars hauled west and south	28.45

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	25
Rate of speed of freight trains, including stops, miles per hour	12

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	1,022,224	13.03
Flour	229,847	2.93
Provisions (beef, pork, lard, etc.)	80,903	1.03
Animals	340,506	4.34
Other agricultural products	107,618	1.37
Lumber and forest products	1,057,368	13.48
Coal	843,839	10.75
Plaster, lime and cement	48,344	.62
Salt	46,681	.59
Petroleum and oil	39,288	.50
Iron, steel and castings	88,540	1.13
Stone, brick, sand and clay	170,362	2.17
Manufactures—articles shipped from point of production	317,190	4.04
Merchandise, and other articles not enumerated above	3,453,516	44.02
Total tons carried	7,846,226	100

TONNAGE OF ARTICLES FORWARDED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	264,767	24.41
Flour	8,801	0.82
Provisions (beef, pork, lard, etc.)	14,860	1.37
Animals	121,091	11.16
Other agricultural products	30,483	2.81
Lumber and forest products	185,350	17.09
Coal	253,388	23.36
Plaster, lime and cement	9,199	0.85
Salt	1,482	0.14
Petroleum and oil	2,206	0.20
Iron, steel and castings	1,777	0.16
Stone, brick, sand and clay	53,948	4.97
Manufactures—articles shipped from point of production	17,402	1.61
Merchandise, and other articles not enumerated above	119,884	11.05
Total tons carried	1,084,638	100

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE AT CLINTON, IOWA, FOR THE YEAR ENDING JUNE 30, 1883.

West bound number of tons	503,925
East bound number of tons	567,164
Total tons	1,071,089

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freight at the depot, or at the office of such express company? American Express Company and United States Express Company. For terms and conditions as to rates, see statement attached. The express companies have no care of machinery or repairs of cars; they do a miscellaneous business, restricted to lighter articles properly belonging to express business. The express companies deliver their freight into this company's cars.

Express Contracts, June 30, 1883.

ROUTES.	Rate per diem on limited tonnage—whole route.	Limit of pounds to be carried each day — whole length of route, at regular per diem rates.	Rate per hundred pounds carried whole length of route, to be paid on excess of tonnage.	Tonnage per week, of six days.	Tonnage per week, of seven days.
AMERICAN EXPRESS COMPANY.					
Chicago to Council Bluffs	$ 275.00	10,000	$ 1.50	60,000	70,000
Chicago to Freeport	90.00	12,000	.50	72,000	84,000
Chicago to Ishpenning (Fish, $1.00 per 100 pounds.)	275.00	10,000	1.50	60,000	70,000
Chicago to Winona	135.00	10,000	1.05	60,000	70,000
Kenosha to Rockford	5.07	1,000	.60	6,000	7,000
Elgin to Lake Geneva	5.00	2,000	.25	12,000	14,000
Milwaukee to Montfort and Galena to Woodman	30.00	3,000	1.00	18,000	21,000
Winona to Pierre and branches	75.00	5,000	1.50	30,000	35,000
Clinton to Anamosa	6.25	1,000	.30	6,000	7,000
Stanwood to Tipton	2.00	500	.....	3,000	3,500
Des Moines to Callanan	10.00	2,000	.35	12,000	14,000
Tama to Elmore and branches	20.00	2,000	1.00	12,000	14,000
Maple Riv. Jun. to Mapleton and branches	6 25	1,000	.30	6,000	7,000
* Carroll to Kirkman and branches	.....	.....	.....	.....	.....
† Sheboygan to Princeton	.....	.....	.....	.....	.....
UNITED STATES EXPRESS COMPANY.					
Chicago to Milwaukee	66.66	17,000	.40	102.000	119,000

* $50.00 per month.

† 56 cents per 100 pounds transported whole length of route.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? The cars of all transportation companies are allowed to run over the lines of this company, paying regular rates and receiving mileage. The freight is carried in cars furnished by such transportation companies (excepting consignments of less than a car load). Their freight has no preference over other freight of like class.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each?

NAME OF COMPANY.	Location of general office.	Amount.
Anderson Refrigerator Co	Chicago, Ill	$ 11.71
Arnot Coal Co	Elmira, N. Y	5.84
American Refrigerator Co	St. Louis, Mo	164.68
Armour Refrigerator Co	Chicago, Ill	107.40
Ames Coal T. Co.	Chicago, Ill	129.70
Chicago & Milwaukee Coal Co	Chicago, Ill	374.13
Carp River Iron Co	Marquette, Mich	196.29
Eureka Coal Co	Chicago, Ill	152.57
Ellsworth Coal Co	Chicago, Ill	110.14
Fish Bros. & Co	Racine, Wis	355.58
Fox River Iron Co	West De Pere, Wis	146.27
Mitchell, Lewis & Co	Racine, Wis	27.74
Menasha Wooden Ware Co	Menasha, Wis	980.85
Northwest Fuel Co	St. Paul, Minn	49.32
Richardson Bros	Sheboygan Falls, Wis	28.72
W. P. Rend & Co	Chicago, Ill	166.92
Ramsey & Jones	Appleton, Wis	43.90
Tiffany Refrigerator Co	Chicago, Ill	68.24
Watson Coal Co	Chicago, Ill	13.72
Wisconsin Coal Co	Milwaukee, Wis	9.18
Total		$ 3,082.90

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Sleeping-cars are run; owned by the New York Central Sleeping Car Co., who make their own regular charges therefor. Dining cars owned by this company are run, on which the charges are 75 cents per meal. Parlor cars owned by this company are run, on which the charges are 25 cents to $1.00, according to the distance traveled.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. Nothing.

U. S. MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? Compensation for mail service is not permanently fixed. Service is ordered subject to the rules and regulations of the department, and amount paid is dependent on the weight of mail carried over each route.

What amount have you paid for receiving and delivering mail to and from stations on your road? Not kept.

TELEGRAPH.

How many miles of telegraph are owned by your company? This company owns no telegraph lines exclusively, but owns certain wires or rights in all lines.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? All owned or controlled by Western Union Telegraph Company; about 3,584 miles.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

KILLED AND INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE OF ACCIDENT AND CHARACTER OF INJURY.
1882.			
July 4	Charles Kruble, trespasser	Near Quarry	Walking on track, struck by engine ; fatal.
July 11	Wm. C. Yaucg, tramp	Clinton	Attempting to get out of car while in motion ; fatal.
July 10	John Vauruss, brakeman	Monmouth	Coupling cars ; rib broken and arm bruised.
July 14	F. Robertson, boy, trespasser	Clinton	Walking on track, struck by cars ; fatal.
July 20	W. V. Knoll	Marshaltown	Tried to cross in front of train ; fatal.
July 21	A. S. Roland, water boy	Ames	Attempted to get on train in motion ; fatal.
July 29	John Mehan	Mechanicsville	Drove on track ahead of train ; bruised.
July 31	Duff Beaubia	Clinton	Attempting to board train in motion ; foot crushed.
July 25	Mary Offechleider	Carroll	Driving over track ; bruised.
August 2	Wm. Carmody	Cedar Rapids	Trying to steal a ride ; foot crushed.
August 25	Fred McNeil, telegraph operator	Low Moor	Slipped from platform ; foot amputated.
August 18	Wm. Emsdorf	M. R. Junction	Attempted to board moving train ; foot amputated,
August 22	W. Shapyer, boy, trespasser	Cedar Rapids	Attempted to steal a ride ; arm and leg off.
August 17	H. Loman, section hand	Kamrar	Engine run into hand car ; fatal.
August 17	F. Ribidan, section hand	Kamrar	Engine run into hand car ; fatal.
August 28	R. Redman, brakeman	Fairfax	Coupling cars ; fingers injured.
August 31	A. Ketner, brakeman	Paulina	Attempted to board moving train ; foot smashed.
August 26	A. Wilson, brakeman	Glidden	Fell from train ; ankle sprained.
Septemb'r 9	N. Anderson	Clinton	Run over by train ; fatal.
Septemb'r 13	A. Sessions	State Center	Attempted to cross track ahead of train ; fatal.
Septemb'r 11	C. Spracklin, brakeman	Belle Plaine	Coupling cars ; collar-bone broken.
Septemb'r 14	W. Conklin	Mt. Vernon	Drunk ; horse stopped on track ; slightly shaken up.
Septemb'r 16	J. B. Jenkins, switchman	Sioux Rapids	Coupling ; finger cut.
Septemb'r 6	Alris Knobel, gravel pit laborer	Sioux Rapids	Collision of trains ; bruised.
Septemb'r 6	A. W. Johnson, gravel pit laborer	Sioux Rapids	Collision of trains ; bruised.
Septemb'r 6	Johnson Virtue, foreman gravel pit	Sioux Rapids	Collision of trains ; fatal.
Septemb'r 6	P. J. Johnson, gravel pit laborer	Sioux Rapids	Collision of trains ; fatal.
Septemb'r 22	Clara Smith	Clarence	Was crawling under cars ; hand injured.
Septemb'r 29	J. Moyer, brakeman	Boone	Coupling cars ; hand injured.
October 2	J. G. Younger, switchman	Boone	Coupling cars ; leg amputated.
October 1	James Kearns, trespasser	Oralaboe	Stealing a ride ; fatal.
October 18	B. Braberg, laborer	Sioux Rapids	Hand-cars collided ; foot and ankle injured.
October 26	M. T. Morrisey, brakeman	Toledo	Knocked from car ; collar-bone fractured.
November 20	J. Taber, brakeman	Council Bluffs	Fell from tank of engine ; forehead and back bruised.
November 17	J. H. Smith, night yard-man	Council Bluffs	Coupling ; arm injured.

November 9	E. E. Bartlett, brakeman	Boone	Coupling; hips injured.
November 18	R. Livingston, tresspasser	Cedar Rapids	In jumping on was run over; fatal.
December 12	John Scott, brakeman	Ireton	Coupling cars; hand injured.
December 15	N. E. Collom, switchman	Belle Plaine	Coupling cars; hand injured.
December 19	W. W. Corbin, brakeman	Glidden	Supposed to have fallen between cars; fatal.
December 27	Mrs. S. A. Wilson	Cedar Rapids	Struck by engine while crossing track; bruised.
December 18	C. M. Hunt, brakeman	Story City	Fell from cars; fatal.
1883.			
January 1	H. S. Bittinger, brakeman	Clinton	Coupling cars; thumb injured.
January 12	F. A. Crane, Brakeman	Jewell Junction	Coupling cars; finger injured.
January 9	J. W. Bradley, brakeman	Carroll	Coupling cars; hand injured.
January 16	J. R. Nims, passenger	Almont	Car thrown from track by broken rail; bruised.
January 16	M. H. Tubbs, passenger	Almont	Car thrown from track by broken rail; bruised.
January 16	D. W. Richardson, conductor	Almont	Car thrown from track by broken rail; bruised and cut.
January 16	E. L. Clark, brakeman	Almont	Car thrown from track by broken rail; fatal.
January 16	L. Guilford, passenger	Almont	Car thrown from track by broken rail; cut over eye.
January 16	A. Gilligan, passenger	Almont	Car thrown from track by broken rail; cut and bruised.
January 16	Mrs. R. E. Starr, passenger	Almont	Car thrown from track by broken rail; face and chest injured.
January 16	Hiram Gates, passenger	Almont	Car thrown from track by broken rail; hand bruised.
January 11	W. B. Britton, telegraph operator	Bradgate	Struck by engine; fatal.
January 16	C. W. Baker, brakeman	Legrand	Coupling; hand cut.
January 25	W. Tracy, car repairer	Renwick	Working under engine which fell on him; fatal.
February 18	N. M. McFarland, switchman	Marshalltown	Coupling cars; hips and body injured.
February 7	M. P. Harpster, brakeman	Wall Lake	Run over by car while coupling; fatal.
February 11	Robert Wilson, brakeman	Halbur	Caught between engine and tank coupling; fatal.
March 6	G. M. Crawford, brakeman	Baldwin	Coupling cars; finger broken.
March 7	J. Brewerton, switchman	Clinton	Crossing track, struck by train; fatal.
March 16	G. L. Smith, engineer	Woodbine	Engine thrown from track by misplaced switch; fatal.
March 16	O. H. Metz, brakeman	Woodbine	Engine thrown from track by misplaced switch; fatal.
March 16	A. H. Wing, yard master	Missouri Valley Junction	Coupling cars; hand bruised.
March 30	L. H. Smith, brakeman	Gifford	Coupling cars, foot caught in frog; fatal.
March 12	J. D. Bolla, brakeman	Maple River Junction	Coupling cars; finger amputated.
April 11	P. C. Thomas, switchman	Hawarden	Foot caught in guard rail; both feet amputated.
April 17	Robert Meyers, passenger	Near Tama	Walked off platform of car while asleep; head cut.
April 15	W. J. Barnhart, brakeman	Boone	Knocked off car by overhead trestle of narrow gauge road; fatal.
April 26	D. Jones, brakeman	Maple River Junction	Coupling cars; hand bruised.
May 13	J. B. Palmer, brakeman	Clinton	Coupling cars; finger off and thumb crushed.
May 23	Ida Hime, trespasser	Des Moines	Walking on track; fatal.
May 24	P. Ellipson, fireman	Algona	Fingers caught between wheels of coal hoist; finger amputated.
May 29	J. Hinney, brakeman	Sioux Rapids	Coupling cars; collar bone broken.
June 6	W. T. Goodhue, brakeman	Cedar Rapids	Fell from train while in motion; fatal.
June 23	M. Purcell, brakeman	Tama	Fell between cars while being switched; fatal.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Derailments	....	3	....	6	1	....
Collisions	....	2	....	....	2	....
Caught in frogs	....	....	....	....	1	....
Coupling cars	....	3	....	....	21	....
Falling from trains	....	4	....	1	3	....
Getting on and off trains	....	1	....	....	1	....
Miscellaneous	....	5	....	....	2	....
Overhead obstructions	....	1	....	....	1	....
Trespassers on track	....	....	9	....	....	9
Total	....	19	9	7	32	9

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	28
Number of persons injured during the year	48
Number of casualties purely accidental during the entire year	8
Number resulting from lack of caution, carelessness, or misconduct	50
Number of persons killed or injured while intoxicated	1
Number of trespassers on track killed or injured	10
Number of tramps or others stealing rides killed or injured	7

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Albert Keep, Chicago, Ill.
Vice-President—M. L. Sykes, New York, N. Y.
Secretary—M. L. Sykes, New York, N. Y.
Treasurer—M. L. Sykes, New York, N. Y.
General Manager—Marvin Hughitt, Chicago, Ill.
General Superintendent—J. D. Layng, Chicago, Ill.
Division Superintendents:
H. G. Burt, Clinton, Iowa.
M. Hopkins, Eagle Grove, Iowa.
C. A. Swineford, Baraboo, Wis.
Wm. B. Linsley, Escanaba, Mich.
Chas. D. Gorham, Chicago, Ill.
Chas. Murray, Chicago, Ill.
S. Sanborn, Winona, Minn.
W. Fitch, Huron, Dakota.
Chief Engineer—E. H. Johnson, Chicago, Ill.
Superintendent of Telegraph—G. H. Thayer, Chicago, Ill.
Auditor—J. B. Redfield, Chicago, Ill.

General Passenger Agent—W. S. Stennett, Chicago, Ill.
General Freight Agent—W. S. Mellen, Chicago, Ill.
Attorney—B. C. Cook, Chicago, Ill.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Wm. L. Scott, Erie, Pa.
C. J. Osborn, New York, N. Y.
Jay Gould, New York, N. Y.
R. P. Flower, New York, N. Y.
Anson Stager, Chicago, Ill.
Fred. W. Vanderbilt, New York, N. Y.
A. G Dulman, New York, N. Y.
Augustus Schell, New York, N. Y.
Chauncey M. Depew, New York, N. Y.
Samuel F. Barger, New York, N. Y.
Albert Keep, Chicago, Ill.
M. L. Sykes, New York, N. Y.
M. Hughitt, Chicago, Ill.
N. K. Fairbank, Chicago, Ill.
Sidney Dillon, New York, N. Y.
D. O. Mills, New York, N. Y.
John M. Burke, New York, N. Y.

Date of annual meeting of stockholders, first Thursday in June.
Fiscal year of company ends May 31st.
General offices of the company are located at Chicago, Illinois.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

Albert Keep, President, and J. B. Redfield, Auditor, of the Chicago & Northwestern Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed),

[L. S. OF R. R.] ALBERT KEEP,
J. B. REDFIELD.

Subscribed and sworn to before me, this 27th day of August, A. D. 1883.

[L. S.] J. F. CLEVELAND,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 31st day of August, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO, IOWA & NEBRASKA RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

NOTE.—The Chicago, Iowa & Nebraska Railroad is under lease to, and is operated by, the Chicago & Northwestern Railway Company.

CAPITAL STOCK.

Amount authorized by articles of association...	$ 15,000,000.00	
Amount issued, number of shares, 39,162; amount paid in....		$ 3,916,200.00
Amount of common stock issued...		$ 3,916,200.00
Total amount paid in as per books of the company.....		$ 3,916,200.00

Amount of stock per mile of road.....	$ 47,851.906
Amount of stock representing the road in Iowa..	3,916,200.00
Amount of stock held in Iowa.....	256,700.00
Total number of stockholders.....	464
Number of stockholders in Iowa.....	8

DEBT.

Funded debt as follows:		
Second mortgage bonds extended, paid in full June 30, 1883.		
Interest paid on same during the year	$ 3,675.00	
Third mortgage bonds, due August 15, 1894, rate of interest, seven per cent		$ 193,500.00
Interest paid on same during the year	$ 13,597.50	
Total amount of funded debt		$ 193,500.00
Total amount of floating debt		$ 1,872.78
Contingent liability as guarantor of bonds or debts of other roads:		
Should the earnings of the Maple River Railroad be insufficient to meet the coupons upon its bonds, this company is under obligation to contribute to such deficiency; and, in connection with the Sioux City & Pacific Railroad Co., the Cedar Rapids & Missouri River Railroad, and the Chicago & Northwestern Railway Co., this company is also under obligation to contribute to the payment of the coupons of the bonds issued for the construction of the extensions of the Fremont, Elkhorn & Missouri Valley Railroad, west of Wisner, Neb., if the rental of the last named road be insufficient to meet the said coupons. It has also, in connection with the same contributing companies, guaranteed the payment of the principal and interest of the bonds of the Missouri Valley & Blair Railway and Bridge Co., issued for the construction of the railway bridge, across the Missouri river near Blair, Neb.		
Total amount of debt liabilities		$ 195,372.78

Amount of debt per mile of road	$ 2,387.252
Total amount of stock and debt	4,111,572.78
Amount of stock and debt per mile of road	50,239.159

COST OF ROAD AND EQUIPMENT.

Land, land damages and fences—purchase of lots at Bertram for stock yard	$ 50.00
Total expended for construction	$ 4,662,622.29

GENERAL EXHIBIT.

Total earnings	$ 654,218.12	
Less rent and interest	6,126.82	
		$ 648,091.30
Total expenses, including taxes, abatement of rental, under temporary agreement and contributions to connecting roads		121,766.12
Net earnings*		$ 526,325.18
Interest accruing during the year	$ 19,320.00	
Deduct coupons July 1, 1882, in last report	3,775.00	
Interest charged out of income during the year	$ 15,545.00	
Coupons due July 1, 1883	575.00	
Interest paid on floating debt and accrued interest on bonds bought	4,831.66	
Dividends declared (eight per cent)	313,296.00	334,247.66
Balance for the year		192,077.52
Balance at commencement of the year		697,535.26
Balance at the close of the year, June 30, 1883		889,612.78
Income from other sources than earnings, including interest on loans and rental of real estate		6,126.82
Total balance to credit of income account		$ 895,739.60

GENERAL RECAPITULATION.

Total income from earnings and other sources	$ 654,218.12
Total operating expenses and taxes	121,766.12
Net income above operating expenses and taxes	532,452.00
Net income above operating expenses, taxes, interest, and rental	508,300.34
Percentage of net income to stock and debt	$ 12.37

* This sum includes $43,849 contributions to connecting lines during period covered by this report, but not adjusted June 30, 1883.

SURPLUS.

Surplus at the commencement of the year to credit of income account		$ 697,535.26
Surplus at the close of the year		895,739.60
The amount invested in railroad stocks		61,422.50
Give the name of each road, and the number of shares owned in each of them and the par value of shares:		
Sioux City & Pacific Railroad Company, par value	$ 100	
This company has for many years past employed its surplus mainly in the retirement of its bonds.		
The amount of its own stock or bonds owned by the company	None.	

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Construction account		$ 4,662,622.29
Sioux City & Pacific Railroad, stock account		61,422.50
Sioux City & Pacific Railroad, coupon account		22,500.00
Bills receivable		60,164.00
Chicago & Northwestern Railway Company		50,523.97
Cash		141,631.45
In hands of the treasurer	$ 141,567.99	
In hands of the assistant treasurer	63.46	
Office building		8,448.17
		$ 5,007,312.38

CREDIT.

Capital stock		$ 3,916,200.00
Funded debt		193,500.00
Third mortgage bonds.		
Unfunded debt		$ 1,872.78
Coupons unpaid	$ 119.00	
Dividends unpaid	238.64	
Interest scrip	12.12	
Due Maple River Railroad	1,503.02	
Income account		695,739.60
		$ 5,007,312.38

DESCRIPTION OF ROAD.

Length main line of road from Clinton to Cedar Rapids.....	81.84
Length main line of road in Iowa.....	81.84

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Horace Williams, Clinton, Iowa.
Vice-President—William T. Glidden, Boston, Mass.
Secretary—J. Van Deventer, Clinton, Iowa.
Treasurer—David P. Kimball, Boston, Mass.
Assistant Treasurer—J. Van Deventer, Clinton, Iowa.
Register of Stock—David P. Kimball, Boston, Mass.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Fred'k L. Ames, North Easton, Mass.
Oliver Ames, North Easton, Mass.
John I. Blair, Blairstown, New Jersey.
D. C. Blair, Belvidere, New Jersey.
S. C. Bever, Cedar Rapids, Iowa.
Jas. B. Curwen, Salem, Mass.
B. A. G. Fuller, Boston, Mass.
William T. Glidden, Boston, Mass.
Edward Johnson, Belfast, Maine.
David P. Kimball, Boston, Mass.
S. Lothrop Thorndike, Boston, Mass.
J. Van Deventer, Clinton, Iowa.
Horace Williams, Clinton, Iowa.

Date of annual meeting of stockholders, Tuesday next preceding the third Wednesday in May.

Fiscal year of company ends March 31st.

General offices of the company are located at Clinton, Iowa.

STATE OF IOWA, }
COUNTY OF CLINTON. } ss.

J. Van Deventer, Secretary of the Chicago, Iowa & Nebraska Railroad, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of his knowledge and belief.

(Signed),

[L. S. OF R. R.] J. VAN DEVENTER.

Subscribed and sworn to before me, this 23d day of August, A. D. 1883.

R. C. A. FLOURNOY,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 25th day of August, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CEDAR RAPIDS & MISSOURI RIVER RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by vote of the company.....	$ 7,620,000.00	
Amount issued, number of shares, 76,200; amount paid in....		$ 7,620,000.00
Amount of common stock issued.....		6,850,400.00
Amount of preferred stock issued, and conditions of preferment.....		769,600.00
Interest 7 per cent per annum, payable semi-annually, February and August 1st, and secured by 2d mortgage on main line between Cedar Rapids and Boone, and on branch line between Clinton and Lyons, Iowa.		
Total amount paid in as per books of the company.....		$ 7,620,000.00
Amount of stock per mile of road.....	$ 27,809.20	
Amount of stock representing the road in Iowa.	7,620,000.00	
Amount of stock held in Iowa.....	$ 110,600.00	
Total number of stockholders.....	573	
Number of stockholders in Iowa.....	23	

DEBT.

Funded as follows:		
First mortgage bonds, due August 1, 1891, rate of interest 7 per cent	$ 700,000.00	
First mortgage bonds, due August 1, 1894, rate of interest 7 per cent	582,000.00—	$1,282,000.00
First mortgage bonds, due May 1, 1916, rate of interest 7 per cent		2,332,000.00
Total amount of funded debt		$ 3,614.000.00
Total amonnt of floating debt		100,972.88
Contingent liability as guarantor of bonds or debts of other roads:		
Should the earnings of the Maple River Railroad Company be insufficient to meet the coupons upon its bonds, this company is under obligation to contribute to such deficiency; the amount of such contribution if any cannot be determined at this time. This company, in connection with the companies owning the line from Chicago to Fremont, Neb., via Chicago & Northwestern Railway and Sioux City & Pacific Railroad Company, has agreed to contribute an amount necessary, in addition to the rental of the extensions of the Fremont, Elkhorn & Missouri Valley Railroad west of Wisner, Neb., to meet the interest on the bonds of such extensions, issued for the actual cost thereof in proportion to the earnings of the contributing lines derived from such extensions.		
Total amount of debt liabilities		$ 3,714,972.88
Amount of debt per mile of road	$ 13,557.80	
Total amount of stock and debt	11,334,972.88	
Amount of stock and debt per mile of road	41,367.00	

COST OF ROAD AND EQUIPMENT.

Total expended for construction	$ 11,462,428.00
Average cost of construction per mile of road (274.01 miles)	$ 41,832.15
Proportion of cost of construction for Iowa	11,462,428.00

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Superstructure, including rails (gratuity paid C. & N. W. R'y on steel rails laid)	$ 2,936.41	
Total for construction		2,936.41
Total expenditures charged to property accounts		$ 2,936.41
Net addition to property accounts for the year		2,936.41

GENERAL EXHIBIT.

Total income	$ 877,196.86
Total expenses, including taxes	9,457.95
Net income	867,738.91
Paid on account of business from other roads	79,979.56
Interest accruing during the year	253,006.74
Interest on funded debt	252,980.00
Interest paid on funded debt	
Interest on floating debt	26.74
Interest paid on floating debt	
Dividends declared 6 per cent common stock	411,024.00
Dividends declared 7 per cent	53,872.00
Balance for the year, surplus	69,856.61
Interest falling due during the year and not paid	
Balance at commencement of the year, surplus	786,615.89
Balance at the close of the year, June 30, 1883	856,472.50
Total income from all sources for the year	877,196.86

ANALYSIS OF INCOME.

Rental under lease	$ 861,014.37
Interest on loans	5,032.06
Rental on mail earnings of previous years	4,227.73
Profit and loss	6,922.70
Total income from all sources	$ 877,196.86

Proportion of income for Iowa ..... $ 877,196.86

GENERAL EXPENSES.

Salaries of general officers	$ 4,389.21
General expenses and clerk hire	4,676.35
Stationery and printing	392.39
Total	$ 9,457.95

GENERAL RECAPITULATION.

Total income	$ 877,196.86
Total expenses and taxes	9,457.95
Net income above expenses and taxes	867,738.91
Net income above expenses, taxes and drawback	787,759.35
Net income above expenses, taxes, interest and drawback	534,752.61

Percentage of net income to stock and debt 6.95
Percentage of net income to cost of road 6.87

SURPLUS.

Surplus at the commencement of the year	$ 786,615.89
Surplus at the close of the year	856,472.50
The amount invested in railroad stocks	205,447.50
Give the name of each road, and the number of shares owned in each of them and the par value of shares. Sioux City & Pacific Railroad Company; 13,716 shares; par value, $100 per share.	
Amount in hands of treasurer and assistant treasurer	205,425.56
The amount invested in railroad bonds, the number of bonds, and the par value of each, the name of each road, and the amount invested in the bonds of each:	
Invested in office building	11,493.18
Invested in coupons Sioux City & Pacific Railroad Company	75,240.00
Amount absorbed in construction	228,428.00
Amount in material and balances from other roads	231,411.14
	$ 957,445.38
Deduct unfunded indebtedness	100,972.88
	$ 856.472.50

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS JUNE 30, 1883.

DEBIT.

Construction account	$ 11,462,428.00
Office building	11,493.18
Stock of Sioux City & Pacific Railroad Company	205,447.50
Coupons of Sioux City & Pacific Railroad Company	75,240.00
Cash	205,425.00
Due from companies	231,411,14
Total	$ 12,191,445.38

CREDIT.

Capital stock	$ 7,620,000.00
Funded debt	3,614,000.00
Floating debt:	
Interest unpaid	93,692.52
Dividends unpaid	128.81
Accounts payable	7,151.55
Profit and loss balance	856,472.50
Total	$ 12,191,445.38

DESCRIPTION OF ROAD.

Length of main line of road from Cedar Rapids to Missouri River, Iowa, miles	271 60
Length main line of road in Iowa	271.60
Branches owned by this company:	
Lyons branch, Clinton to Lyons, Iowa, single track	2.41
Total length of branches owned by this company	2.41
Total length of road belonging to this company	274.01
Total length of steel rails in tracks in Iowa, exclusive of sidings	274.01

Weights per yard, steel, 60 pounds.

Gauge of track, 4 feet, 8½ inches.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Horace Williams, Cedar Rapids, Iowa.
Vice-President—Wm. T. Glidden, Boston, Mass.
Secretary—P. E. Hall, Cedar Rapids, Iowa.
Treasurer—David P. Kimball, Boston, Mass.
Assistant Treasurer—J. Van Deventer, Cedar Rapids, Iowa.
Auditor—Henry V. Ferguson, Cedar Rapids, Iowa.
Register of Stock—David P. Kimball, Boston, Mass.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Oliver Ames, North Easton, Mass.
Fred. L. Ames, North Easton, Mass.
John I. Blair, Blairstown, N. J.
D. C. Blair, Belvidere, N. J.
James Blair, Scranton, Pa.
Isaac T. Burr, Boston, Mass.
F. Gordon Dexter, Boston, Mass.
B. A. G. Fuller, Boston, Mass.
Wm. T. Glidden, Boston, Mass.
Edward Johnson, Belfast, Main.
David P. Kimball, Boston, Mass.
S. Lothrop Thorndike, Boston, Mass.
Chas. E. Vail, Blairstown, N. J.
James Van Deventer, Clinton, Iowa.
Horace Williams, Clinton, Iowa.

Date of annual meeting of stockholders, third Wednesday in May.
Fiscal year of company ends, March 31st.
General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA, }
COUNTY OF LINN. } ss.

P. E. Hall, Secretary, and Henry V. Ferguson, Auditor of the Cedar Rapids & Missouri River Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed),

P. E. HALL,
HENRY FERGUSON.

Subscribed and sworn to before me, this 14th day of September, A. D. 1883.

CHAS. H. CLARK,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

DES MOINES & MINNEAPOLIS RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE, 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association...	$ 3,500,000.00	
Amount issued, number of shares 9,226; amount paid in..		922,600.00
Amount of common stock issued.....		922,600.00
Total amount paid in as per books of the company.....		$ 922,600.00
Amount of stock per mile of road.....	$ 16,089.99	
Amount of stock representing the road in Iowa...	All	
Amount of stock held in Iowa.....	$ 400.00	
Total number of stockholders.....	13	
Number of stockholders in Iowa.....	4	

DEBT.

Funded debt as follows:		
Mortgage bonds, due February 1, 1907, rate of interest, 7 per cent.....		$ 600,000.00
Interest paid on same during the year.....		
Total amount of funded debt.....		$ 600,000.00
Total amount of debt liabilities.....		$ 600,000.00
Amount of debt per mile of road.....	$ 10,463.90	
Total amount of stock and debt.....		$ 1,522,600.00
Amount of stock and debt per mile of road.....	26,553.89	

NOTE.—This $600,000 is also reported by Chicago & Northwestern Railway Company as part of its "funded debt."

COST OF ROAD AND EQUIPMENT.

(Cannot be separated.)

Total cost of road and equipment	$ 1,397,171.74
Average cost of road and equipment per mile (57.34 miles)	$ 24,366.44
Proportion of cost of road and equipment for Iowa	All
Average cost of road and equipment per mile in Iowa (57.34 miles)	24,366.44
Property sold (or reduced in valuation on the books) and credited property accounts during the year (specifying same. Change of gauge (old material sold, etc.)	$ 21,678.51

GENERAL EXHIBIT.

Total earnings, rental	$ 84,195.17
Total expenses, including taxes. (Paid by lessees.)	
Net earnings	84,195.17
Interest accruing during the year	38,995.84
Interest paid on funded debt	38,995.84
Balance for the year	45,199.33

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Cost of road and equipment	$ 1,397,171.74
Due from agents and companies	219,139.44
Total	$ 1,616,311.18

CREDIT.

Common stock	$ 922,600.00
Mortgage bonds	600,000.00
Income account	93,711.18
Total	$ 1,616,311.18

DESCRIPTION OF ROAD.

Length main line of road from Des Moines to T. & N. W. R'y connection, miles	57.34
Length main line of road in Iowa	57.34
Total length of road belonging to this company, miles	57.34

These miles are also included in report of C. & N. W. Railway Company.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Marvin Hughitt, Chicago, Ill.
Vice-President—Albert Keep, Chicago, Ill.
Secretary—J. B. Redfield, Chicago, Ill.
Treasurer—M. M. Kirkman, Chicago, Ill.
General Superintendent—H. G. Burt, Clinton, Iowa.
Assistant Treasurer—H. G. Burt, Clinton, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Albert Keep, Chicago, Ill.
M. Hughitt, Chicago, Ill.
M. M. Kirkman, Chicago, Ill.
B. C. Cook, Chicago, Ill.
J. D. Layng, Chicago, Ill.
Charles E. Simmons, Chicago, Ill.
J. B. Redfield, Chicago, Ill.

Date of annual meeting of stockholders, third Thursday in May.
Fiscal year of company ends:
General offices of the company are located at Des Moines, Iowa.

The operations of this company's road are included in the report made by the C. & N. W. Railway Company, operating the road under lease.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

Marvin Hughitt, President, and J. B. Redfield, Secretary, of the Des Moines and Minneapolis Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed),

MARVIN HUGHITT,
President.

[R. R. SEAL.] J. B. REDFIELD,
Secretary.

Subscribed and sworn to before me, this 27th day of August, A. D. 1883.

[SEAL.] J. F. CLEVELAND,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 31st day of August, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

MAPLE RIVER RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association....	$ 2,000,000.00	
Amount issued, number of shares 6,580, amount paid in.....		$ 658,000.00
Amount of common stock issued.....		$ 658,000.00
Amount of preferred stock issued, and conditions of preferment.....		None.
Capital stock now outstanding.....		592,200.00
Total amount paid in as per books of the company.....		$ 658,000.00
Amount of stock per mile of road.....	$ 5,018.22	
Amount of stock representing the road in Iowa..	592,200.00	
Amount of stock held in Iowa.....	162,800.00	
Total number of stockholders.....	136	
Number of stockholders in Iowa.....	6	

DEBT.

Funded debt as follows:		
First mortgage bonds due July 1, 1897, rate of interest 7 per cent.....		$ 444,500.00
Interest paid on same during the year.....		
First mortgage bonds, due October 1, 1932, rate of interest 5 per cent.....		425,000.00
Interest paid on same during the year.....		
Total amount of funded debt.....		$ 869,500.00
Total amount of floating debt.....		$ 230,925.72
Total amount of debt liabilities.....		$ 1,100,425.72
Amount of debt per mile of road.....	$ 9,324.85	
Total amount of stock and debt.....		$ 1,692,625.72
Amount of stock and debt per mile of road.....	$ 14,343.07	

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY).

Total expended for construction of completed road	$ 1,121,537.31
Total advanced account construction of uncompleted road	647,079.88
Total for construction	$ 1,768,617.19
Average cost of construction per mile of road (118.01 miles)	$ 14,987.01
Proportion of cost of construction for Iowa	1,768,617.19

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Amount advanced on account of extension of Sac City Branch	$ 603,265.02
Total expenditures charged to property accounts	$ 603,265.02

GENERAL EXHIBIT.

Total income	$ 105,371.17
Total expenses, including taxes	1,153.41
Net income	104,217.76
Interest accruing during the year	33,284.86
Interest paid during the year	
Interest on funded debt	32,225.00
Interest paid on funded debt	
Interest on floating debt	1,059.86
Interest paid on floating debt	
Dividends declared (4 per cent)	23,688.00
Balance for the year, (surplus)	47,244.90
Interest falling due during the year and not paid	
Floating debt liquidated during the year (increased)	
Balance at commencement of the year (surplus)	112,783.68
Balance at the close of the year, June 30, 1883 (surplus)	160,028.58
Total income from all sources for the year	$ 105,371.17

ANALYSIS OF INCOME.

Rental for use of road	$ 65,554.67
From other roads for business furnished	35,708.17
Interest	4,108.33
Total income from all sources	$ 105,371.17

Proportion of income for Iowa ..... $ 105,371.17

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 4—GENERAL EXPENSES.

Salaries of general officers	$	612.50
General expenses		526.52
Stationery and printing		14.39
Total	$	1,153.41

GENERAL RECAPITULATION.

Total income	$	105,371.17
Total expenses and taxes		1,153.41
Net income above expenses and taxes		104,217.76
Net income above expenses, taxes, and interest		70,932.90

Percentage of net income to stock and debt, 6.15.

Percentage of net income to cost of road and equipment, 5.89.

SURPLUS.

Surplus at the commencement of the year	$	112,783.68
Surplus at the cose of the year		160,028.58
Amount in hands of treasurer and assistant treasurer		31,289.79
The amount of its own bonds owned by the company		42,000.00
Amount absorbed in construction		306,917.19
Amount in balances from other roads and bills receivable		10,747.32
	$	390,954.30
Deduct unfunded indebtedness		230,925.72
	$	160,028.58

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1883.

DEBIT.

Construction	$	1,768,617.19
Bonds of this company		42,000.00
Cash		31,289.79
Bills receivable		390.00
Due from companies		10,357.32
	$	1,852,654.30

CREDIT.

Capital stock	$ 592,200.00
Funded debt	869,500.00
Floating debt:	
Interest unpaid	455.00
Bills payable	53,000.00
Vouchers and accounts	177,470.72
Profit and loss—balance	160,028.58
	$ 1,852,654.30

DESCRIPTION OF ROAD.

Length of main line of road from Maple River Junction to Mapleton, Iowa	60.15
Length of main line of road in Iowa	60.15
Branches owned by this company:	
Sac City Branch (single track): Wall Lake to Sac City	12.76
Sac City to Correctionville.	45.10
Total length of branches owned by this company in Iowa	57.86
Total length of road belonging to this company	118.01
Total length of steel rails in tracks in Iowa, exclusive of sidings	45.10
Total length of iron rails in tracks in Iowa, exclusive of sidings	72.91

Weights per yard, steel, 50 pounds.

Weights per yard, iron, 56 pounds.

Gauge of track, 4 ft. 8½ in.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Horace Williams, Cedar Rapids, Iowa.

Vice-President—Fred. L. Ames, Boston, Mass.

Secretary—Henry V. Ferguson, Cedar Rapids, Iowa.

Treasurer—David P. Kimball, Boston, Mass.

Assistant Treasurer—J. Van Deventer, Cedar Rapids, Iowa.

Auditor—Henry V. Ferguson, Cedar Rapids, Iowa.

Register of Stock—David P. Kimball, Boston, Mass.

Attorneys—E. S. Bailey, Clinton, Iowa; N. D. Parkhurst, Cedar Rapids, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Fred. L. Ames, North Easton, Mass.
John I. Blair, Blairstown, N. J.
J. Van Deventer, Clinton, Iowa.
Wm. T. Glidden, Boston, Mass.
David P. Kimball, Boston, Mass.
Charles E. Vail, Blairstown, N. J.
Horace Williams, Clinton, Iowa.

Date of annual meeting of stockholders, third Wednesday in May.
Fiscal year of company ends, March 31st.
General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA, }
COUNTY OF LINN. } ss.

Henry V. Ferguson, Secretary of the Maple River Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be be a true, full and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of his knowledge and belief.

Signed, HENRY V. FERGUSON,

Subscribed and sworn to before me, this 14th day of September, A. D. 1883.

[L. S.] CHAS. H. CLARK,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO, ROCK ISLAND & PACIFIC

RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association....	$ 50,000,000.00	
Amount authorized by vote of the company.....	41,960,000.00	
Amount issued, number of shares, 419,600; amount paid in....		$ 41,960,000.00
Amount of common stock issued		41,960,000.00
Total amount paid in as per books of the company.....		$ 41,960,000.00
Amount of stock per mile of road.....	$ 37,182.10	
Amount of stock representing the road in Iowa .	28,184,031.80	
Amount of stock held in Iowa.....	189,800.00	
Total number of stockholders.....	2,335.	
Number of stockholders in Iowa.	22.	

DEBT.

Funded debt as follows:		
First mortgage bonds, due 1917, rate of interest, 6 per cent		$ 12,500,000.00
Interest paid on same during the year	$ 600,000.00	
C. & S. W. bonds, due 1899, rate of interest 7 per cent		5,000,000.00
Interest paid on same during year	$	
Total funded debt		$ 17,500,000.00
Contingent liability as guarantor of bonds or debts of other roads*	None.	
Total amount of debt liabilities		$ 17,500,000.00
Amount of debt per mile of road	$ 15,507.31	
Total amount of stock and debt		$ 59,460,000.00
Amount of stock and debt per mile of road	52,689.41	

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY.)

Total expended for construction		$ 50,931,468.04
Average cost of construction per mile of road (1,117.19 miles)	$ 45,558.90	

COST OF EQUIPMENT.

Total for equipment		$ 7,155,331.41
Average cost of equipment per mile of road operated by company (1,282.42 miles)	$ 5,183.45	
Proportion of cost of equipment for Iowa		
Total cost of road and equipment		$ 58,086,799.45
Average cost of road and equipment per mile owned (1,117.19 miles)	$ 51,993.66	
Proportion of cost of road and equipment for Iowa,	39,474,653.98	

*NOTE.—This company leases the Keokuk & Des Moines Railroad, paying as rental a percentage of gross earnings, and guarantees that the rental shall amount to a sum equal to five per cent on $2,750,000.00 bonded indebtedness.

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading, bridging and masonry, and superstructure, including rails, additional tracks, reducing grades, etc.	$ 482,043.94
Land and land damages	26,747.71
Fencing	2,648.05
Engine houses, car sheds, turntables, and machine shops, including machinery and tools	6,890.41
Engineering, agencies, salaries, and other expenses during construction	9,029.10
Total for construction	$ 527,359.21

EQUIPMENT.

Total for equipment	$ 139,554.33
Total expenditures charged to property accounts	$ 666,913.54

Amount the capital has been increased by stock or other dividends that is not represented by actual increase of property —dividing surplus or any other increase:

GENERAL EXHIBIT.

Total earnings		$ 12,142,930.02
Total expenses, including taxes		6,954,437.55
Net earnings		5,188,492.47
Rentals, specifying amount paid to each company		451,958.14
Peoria & Bureau Valley Railroad	$ 125,000.00	
Keokuk & Des Moines Railroad	141,209.70	
Hannibal & St. Jo Railroad	38,153.04	
Missouri River bridge tolls	147,595.40	
Interest accruing during the year		950,000.00
Interest paid during the year		950,000.00
Interest on funded debt		950,000.00
Interest paid on funded debt		950,000.00
Dividends declared (7 per cent)		2,937,186.00
Balance for the year		849,348.33
Interest falling due during the year and not paid		None.
Balance at commencement of the year		993,803.76
Balance at the close of the year, June 30, 1883		1,843,152.09
Income from other sources than earnings		530,000.00
Total income from all sources for the year		$ 12,672,930.02

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$1,962,082.59	
From through passengers	1,250,393.57	
From all passengers		$ 3,212,476.16
From express and baggage		165,894.64
From mails		222,188.34
From other sources, passenger department		103,243.45
Total earnings, passenger department		$ 3,703,802.59
Earnings per train mile run (2,382,431 miles)	$1.56	
Earnings, freight:		
From local	$4,121,298.24	
From through	2,727,957.37	
Total earnings, freight department		$ 7,849,255.61
Earnings per train mile run (5,044,341 miles)	$ 1.55	
Total transportation earnings		$ 11,553,058.20
Earnings per train mile run, from all trains earning revenue (7,426,772 miles)	$ 1.55	
Earnings per mile of road operated (1,380.42 miles)	8,369.24	
Proportion of earnings for Iowa		6,931,834.92
Rents received for use of road, and stations, etc.		188,763.14
Car mileage (credit balances)		141,785.86
Income from all other sources		259,322.82
Exchange interest and discount	$ 247,076.49	
Telegraph earnings	12,246.33	
Total income from all sources		$ 12,142,930.02
Proportion of income for Iowa	$7,285,758.01	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 921,300.93
Renewal of rails	65,358.99
Number tons laid, steel 6,272 400-2240.	
Number tons laid, iron, none.	
Renewal of ties	179,783.71
(Number laid, 399,519.)	
Repairs of bridges, including culverts and cattle-guards	242,241.39
Repairs of fences, road-crossings, and signs	43,954.03
Repairs of buildings, stations, and water-tanks	111,180.93
Total	$ 1,563,819.98

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 350,184.86
Repairs of passenger cars	162,417.47
Repairs of freight cars	483,474.43
Total	$ 996,076.76

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$ 660,983.52
Water supply	65,408.17
Oil and waste	44,958.10
Locomotive service	626,941.63
Passenger train service	144,543.12
Passenger train supplies	22,900.55
Mileage of passenger cars (debit balance)	13,691.12
Dining car expenses	94,080.05
Freight train service	267,659.39
Freight train supplies	40,415.85
Mileage of freight cars (debit balance)	138,876.53
Telegraph expenses (maintenance and operating)	121,477.34
Damage and loss of freight and baggage	9,573.04
Damages to property and cattle	30,319.48
Personal injuries	46,241.25
Agents and station service	870,641.75
Station supplies	90,803.68
Total	$ 3,289.014.57

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks			$ 197,882.83
Legal expenses			43,242.90
Stationery and printing			67,973.22
Outside agencies and advertising			361,558.80
Contingencies			76,605.98
Taxes in Iowa	$ 179,263.68		
Taxes in other States	178,998.83	Total taxes	358,262.51
Total			$ 1,105,526.24

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$ 1,563,819.98
Maintenance of motive power and cars		996,076.76
Conducting transportation		3,289,014.57
General expenses, including taxes		1,105,526.24
Total operating expenses and taxes		$ 6,954,437.55
Operating expenses and taxes per mile of road	$ 5,037.91	
Operating expenses and taxes per train mile run, for trains earning revenue (7,426,772 miles), cents	.94	
Proportion of operating expenses and taxes for Iowa		4,172,662.53
Expenses of running and management of passenger trains		1,052,484.66
Expenses of running and management of passenger trains, per train mile, cents	44.2	
Expenses of running and management of freight trains		2,236,529.91
Expenses of running and management of freight trains, per train mile, cents	44.3	
Expenses of running and management of all trains earning revenue		3,289,014.57
Percentage of expenses to income	57.27	

GENERAL RECAPITULATION.

Total income		$ 12.142,930.02
Total operating expenses and taxes		6,954,437.55
Net income above operating expenses and taxes		5,188,492.47
Net income above operating expenses, taxes, interest, and rental		3,786,534.33
Gross income per train mile run (9,693,134 miles)	$ 1.25	
Net income per train mile run (9,693,134 miles)	0.39	
Percentage of net income to stock and debt	6.4	
Percentage of net income to cost of road and equipment	6.5	

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year	$ 1,663,803.76
Surplus at the close of the year	3,043,152.09
The amount invested in railroad stocks	3,508,210.93
Give the name of each road, and the number of shares owned in each of them and the par value of shares:	
Give amount invested in railroad bonds, the number of bonds, and the par value of each, the name of each road, and the amount invested in the bonds of each:	
The amount of its own stock or bonds owned by the company.	1,800,000.00
Amount absorbed in construction and equipment	666,913.54

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, MARCH 31, 1883.

DEBIT.

Cost of road and equipment, including all branch roads owned by this company	$ 57,720,672.68
Cost of railroad bridge at Rock Island	758,526.10
Capital stock and bonds of connecting roads	3,508,210.93
Loans payable on demand and cash in New York	1,415,299.39
Six per cent Chicago, Rock Island & Pacific Railroad bonds	1,800,000.00
Due from post-office department	56,133.27
Stock of material, fuel, etc., on hand	275,739.19
Cash and balances due from other roads in the hands of local treasurer at Chicago	26,595.16
Total	$ 65,561,176.72

CREDIT.

Capital stock fixed, $50,000,000.00; amount issued		$ 41,959,800.00
Fractional scrip outstanding, convertible into stock		200.00
Six per cent mortgage coupon bonds	$6,950,000.00	
Six per cent mortgage registered bonds	5,550,000.00	
		12,500,000.00
Chicago & Southwestern bonds, guaranteed		5,000,000.00
Addition and improvement account		5,800,000.00
Suspense account		10,149.54
Profit balance of income account		291,027.18
Total		$ 65,561,176.72

DESCRIPTION OF ROAD.

Length main line of road from Chicago to Council Bluffs, miles		500.45
Length main line of road in Iowa		318.25
Length main line of road in Illinois		182.20
Length of double track on main line, miles		140.00
Same in Iowa		4.00
Branches owned by this company:		
South Englewood to South Chicago, miles	7.51	
Davenport to Knoxville	142.25	
Washington to Leavenworth	272.38	
Wilton to Muscatine	12.50	
Atlantic to Audubon	24.54	
Des Moines to Winterset and Indianola	48.24	
Avoca to Harlan	11.84	
Newton to Monroe	17.00	
Atlantic to Griswold	14.71	

Mt. Zion to Keosauqua	4.50	
Menlo to Guthrie Center	14.58	
Avoca to Carson	17.61	
Atchison Junction to Winthrop	29.08	
Total length of branches owned by this company		616.74
Total length of branches owned by this company in Iowa		437.15
Total length of branches owned by this company in Illinois		7.51
Total length of branches owned by this company in Missouri		170.08
Total length of branches owned by this company in Kansas		2.00
Total length of road belonging to this company		1,117.19
Aggregate length of sidings and other tracks not above enumerated		262.75
Same in Iowa		141.42
Aggregate length of track owned, computed as single track, exclusive of sidings		1,257.19
Same in Iowa		759.40
Total length of steel rails in tracks in Iowa, exclusive of sidings		623.60
Total length of iron rails in tracks in Iowa, exclusive of sidings		294.00

Weights per yard, steel, 60 pounds.

Weights per yard, iron, 56 to 60 pounds.

Gauge of track, 4 feet 8½ inches.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:	
Bureau, Ill., to Peoria, Ill., miles	46.72
Des Moines, Iowa, to Keokuk, Iowa	162.20
Cameron, Mo., to Kansas City, Mo.	54.31
(Lease of right to run trains over H. & St. Jo. R. R.)	
Total length of above roads	263.23
Total length of above roads in Iowa	162.20
Total length of above roads in other States (Illinois)	46.72
Total length of above roads in other States (Missouri)	54.31
Total miles of road operated by this company	1,380.42
Total miles road operated by this company in Iowa	917.60

STATIONS.

Number of stations on all roads owned by this Company	186
Same in Iowa	113
Number of stations on all roads operated by this company	222
Same in Iowa	143
Number of telegraph offices in stations in Iowa	83

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	8,370
Same in Iowa	5,022
Amount paid employes, including officials, on all roads operated by this company, average monthly salaries	$ 333,977.57
Same in Iowa	200,386.54

BRIDGES IN IOWA.

	No.	Aggregate Length.
Wooden truss bridges over 100 feet in length	23	2,672
Combination bridges over 100 feet in length	27	3,995
Iron bridges over 100 feet in length	42	5,285
Wooden truss bridges under 100 feet in length	114	6,455
Combination bridges under 100 feet in length	3	205
Iron bridges under 100 feet in length	6	286
Wooden trestle and pile	1,655	109,257
Iron trestle	5	984

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 20 feet opening or more	4	90
Less than 20 feet opening	146	1,158

BOX CULVERTS IN IOWA.

Timber	382	1,440
Stone	181	640

CATTLE-GUARDS.

Number in Iowa	1,634	13,072

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)		1,601,762
Timber culverts replaced with stone	5	18
Timber culverts replaced with sewer pipe	17	34
Timber culverts replaced with timber	27	108

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
Rock Creek	Truss	Wood	July, 1882	184
East Des Moines, cut off	Trestle	Wood	July, 1882	48
East Des Moines, cut off	Trestle	Wood	July, 1882	1,892
East Des Moines, cut off	Trestle	Wood	July, 1882	80
East Des Moines, cut off	Combination	Wood and iron	July, 1882	612
Total				2,816

Give the average number of years the trestle and pile bridges last on your road in Iowa. Nine years.

Give the average number of years that wooden truss bridges last on your road in Iowa. Nine years.

ROAD-BED AND TRACK.

Number of track sections in Iowa	162
Average length of sections, miles	5.51
Average number of men in each section gang	6
Number of new ties laid in track during the year in Iowa	270,899
Average number of new ties per mile of road	292
New rails laid in track during the year in Iowa—steel [3,000 tons], miles	30.5
Total track laid with new rails during the year in Iowa, miles.	30.5

What is the average number of years that iron rails last in your track on main line in Iowa? Seven.

What is the average number of years that iron rails last in your track on branches in Iowa? Eight.

What is the average number of years that steel rails last in your track on main line in Iowa? Twelve and a half.

What is the average number of years that steel rails last in your branches in Iowa? Have none.

What is the average number of years that ties last in your track in Iowa? Six and a half.

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Burlington, Cedar Rapids & Northern R'y, at Columbus Junction and West Liberty.

Central Iowa R'y, at Grinnell and Givin.

Wabash, St. Louis & Pacific R'y, at Harvey, Belknap, Centerville and Des Moines (three times).

Chicago, Burlington & Quincy R. R., at Indianola, Des Moines, Council Bluffs, Ottumwa and Fairfield.

Chicago, Burlington & Kansas City R'y, at Farmington.

St. Louis, Keokuk & Northwestern R'y, at Keokuk.

Des Moines & Fort Dodge R. R., at Des Moines and Valley Junction.

Des Moines, Osceola & Southern R. R., at Lothrop.

Des Moines, St. Louis & Northern R. R., at Des Moines.

Chicago, Milwaukee & St. Paul R'y, at Davenport, Neola, and Council Bluffs.

Chicago & Northwestern R'y, at Council Bluffs.

K. & D. M. Div. crosses Oskaloosa Div. at Knoxville Junction.

K. & D. M. Div. crosses Southwestern Div. at Eldon.

What railroads cross your road, either over or under, and at what locality?
Central Iowa Railway at Oskaloosa.
Chicago, Burlington & Pacific Railroad at Oskaloosa and Brighton.
Burlington & Western Railway at Brighton.
Burlington, Cedar Rapids & Northern Railroad at Iowa City.

Number of highway crossings at grade	958
Number of highway crossings at which there are flagmen	19
Number of highway crossings over railroad	25
Number of highway crossings under railroad	41
Number of highway bridges 18 feet above track	24
Number of highway bridges less than 18 feet above track	1

FENCING IN IOWA.

How many miles of fencing have you on your road in Iowa	1,356½
What is the average cost per rod $	1.20
What is the total cost of same	
How many miles of new fencing have you built during the year	17½
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Mahaska county	13.02
In Marion county	22.82
In Lee county	0.16
In Van Buren county	8.60
In Wapello county	5.50
In Jasper county	16.00
In Polk county	12.09
Total miles	7,810

ROLLING STOCK.

	Leased.	Owned.	Total.
Number of locomotives	18	292	310
Number of passenger cars (six of these are Horton Reclining Chair Cars)	11	117	128
Number of baggage, mail and express cars	6	43	49
Number of sleeping cars (in sixteen of these we own one-half interest)	2	17	19
Number of dining cars		6	6
Number of officers car 1, pay car 1		2	2
Number of box freight cars	218	4,236	4,454
Number of stock cars	98	923	1,021
Number of platform and coal cars	131	1,694	1,825
Number of other cars (including cabooses)	84	752	836
Total	550	7,790	8,340

Maximum weight of locomotives and tenders, tons	52½
Average weight of locomotives and tenders, tons	44
Number of locomotives equipped with train brake	68
Kind of brake, 1 Eames, by automatic air.	
Maximum weight of passenger cars, tons	30
Average weight of passenger cars, tons	20
Number of cars equipped with train brake	189
Kind of brake, automatic air.	
Number of passenger cars equipped with Miller platform and buffer	189
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine 86 tons; tons	240

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE (WHOLE LINE).

Miles run by passenger trains during the year	2,382,431
Miles run by freight trains during the year	5,044,341
Miles run by switching trains during the year	1,616,828
Miles run by other trains during the year	649,534
Total train mileage	9,693,134

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	6
Average weight of passenger trains, exclusive of passengers, tons	160
Average number of cars in freight trains	21
Average weight of freight trains, exclusive of freight, tons	220

PASSENGER TRAFFIC.

Number of through passengers carried	196,905
Number of local passengers carried	1,804,215
Number of special ticket passengers carried	765,130
Total number of passengers carried	2,766,251
Total passenger mileage, or passengers carried one mile	130,485,087
Average distance traveled by each passenger, miles	47
Average amount received from each passenger	$ 1.21
Highest rate of fare per mile for any distance, cents	4
Lowest rate of fare per mile for any distance, cents	2
Average rate of fare per mile for all passengers, cents	2 .559

FREIGHT TRAFFIC.

Number of tons of through freight carried	1,479,942
Number of tons of local freight carried	1,623,557
Total tons of freight carried	3,103,499
Total mileage of through freight (tons carried one mile)	362,355,256
Total mileage of local freight (tons carried one mile)	304,225,216
Total freight mileage, or tons carried one mile	666,580,472
Average rate per ton per mile received for through freight, cents	1.04
Average rate per ton per mile received for local freight, cents	1.32
Average rate per ton per mile received for all freight, cents	1.18
Average rate per ton per mile received from freight to and from other roads, cents	.97
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa. (This should not include fuel or any material for the use of the road), per cent.	15.74

CAR MILEAGE.

Number of miles run by loaded freight cars east	34,152,304
Number of miles run by loaded freight cars west	37,744,220
Number of miles run by empty freight cars east	11,841,697
Number of miles run by empty freight cars west	9,143,458
Total freight car mileage	92,881,679
Percentage of empty freight cars hauled east to all freight cars hauled east	25.75
Percentage of empty freight cars hauled west to all freight cars hauled west	19.50

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	22 to 25
Rate of speed of freight trains, including stops, miles per hour.	10 to 15

TONNAGE OF ARTICLES TRANSPORTED.

	Tons.	Per Cent.
Grain	600,097	19.34
Flour	136,538	4.40
Provisions (beef, pork, lard, etc.)	43,269	1.39
Animals	265,347	8.55
Other agricultural products	26,684	0.86
Lumber and forest products	392,156	12.62
Coal	390,221	12.57
Plaster, lime, and cement	43,560	1.40
Salt	30,682	0.99
Petroleum and oil	27,279	0.88
Iron, steel, and castings	185,687	5.98
Stone and brick	121,606	3.92
Manufactures, articles shipped from point of production	48,369	1.56
Merchandise, and other articles not enumerated above	792,004	25.52
Total tons carried	3,103,499	100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	402,517	17.70
Flour	129,523	5.69
Provisions (beef, pork, lard, etc.)	39,157	1.72
Animals	197,942	8.70
Other agricultural products	20,746	0.91
Lumber and forest products	330,935	14.55
Coal	260,224	11.44
Plaster, lime, and cement	25,398	1.12
Salt	21,279	0.93
Petroleum	19,330	0.85
Iron, steel, and castings	138,202	6.08
Stone and brick	65,644	2.89
Manufactures—articles shipped from point of production	38,578	1.71
Merchandise, and other articles not enumerated above	584,651	25.71
Total tons carried	2,274,126	100

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE AT DAVENPORT, IOWA, FOR THE YEAR ENDING JUNE 30, 1883.

West bound number of tons	736,211
East bound number of tons	779,673
Total tons	1,515,884

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? United States Express Company do the usual express business, loading and unloading their own freight in the cars furnished by the railway company, and paying a rate equal to double first class freight rates.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? Cars of all "Color Lines" are run on this road, but have no preference in speed or rates over freight in this company's cars. No contracts.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Sleeping cars are run by Pullman Palace Car Company; rates, $2 per double berth. Dining cars are run by railway company; rate, 75 cents per meal.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. The Pullman Palace Car Co. own half interest in the sleeping cars run by this company, and the net earnings are divided equally between the Pullman and railway companies.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? $214,512.56 per annum. No contract.

What amount have you paid for receiving and delivering mail to and from stations on your road? $2,522.36 per annum.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Co., 1,381 miles.

LANDS—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from the congressional grants.....	550,193.51
State the number of acres yet to inure to your company from congressional grants.....	Uncertain, but small.
State the average price at which these lands have been sold or contracted by the company, (per acre about).....	$ 8.50
State the number of acres sold.....	519,068.54
State the amount received from sales,.....	3,170,418.77
State the amount unpaid on outstanding contracts.....	1,335,175.19
State the gross amount received from sales, contracts, forfeited contracts, etc., up to June 30, 1883.....	3,938,539.29
State the amount expended in sale and management of lands .	238,225.30
State the amount of taxes paid on lands.....	584,709.90
State the amount realized from the sale of lands above the expenses incurred in the management and taxes.....	3,115,604.09

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

KILLED AND INJURED.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882.				
July	16	Unknown, tramp	Avoca	Struck by train ; death.
July	22	M. Whalen, flagmen	Des Moines	Struck by engine ; death.
July	29	G. W. Tungate, citizen	Des Moines	Walking on track ; loss of arm.
August	10	C. Wilson, section man	Des Moines	Walking on track ; death.
August	21	John Varhell, passenger	Victor	Boarding train ; drunk ; loss of leg.
September	1	John Colvan, brakeman	Eldon	Standing on track : loss of foot.
September	4	John E. Biles, wiper	Muscatine	Boarding train ; loss of leg.
September	6	Z. Fidlar, passenger	Des Moines	Jumping from train ; loss of hand.
September	12	G. E. Cormack, brakeman	Perlee	Coupling cars ; death.
September	13	F. Elsenthorn, citizen	Mt. Zion	Crossing track ; death.
September	18	Geo. Nehoer, passenger	Walcott	Jumped from train ; death.
September	18	H. Thomas, brakeman	Canterville	Fell from top of train : death.
September	21	D. Rochelle, brakeman	Malcom	Fell from top of train ; death.
September	21	C, Ringler, citizen	Marengo	Fell from top of train ; death.
October	5	G. H. Downing, brakeman	Davenport	Coupling cars ; death.
October	18	W. W. York, brakeman	Centerville	Fell from top of car at night ; death.
October	26	Unknown, tramp	De Soto	Walking on track ; death.
October	28	Mrs. M. Titus, passenger	Colnmbus Junction	Jumped from train ; loss of leg.
December	15	C. Bratt, citizen	Wilton	Walking on track ; death.
1883.				
February	9	F. Huntley, brakeman.	Des Moines	Caught between trains ; death.
March	20	W. Whitsett, brakeman	Earlham	Getting off moving train ; loss of leg.
April	10	J. Rush, citizen	Moscow	Driving across track ; death.
April	25	John Graham, citizen	Perlee	Walking on bridge ; death.
May	30	J. Gregg, section man	Colfax	Asleep on track ; death.
June	6	F. Schrader, citizen.	Montpelier	Asleep on track ; drunk ; death.
June	9	E. Wynmore, citizen	Rose Hill	Idiot ; standing on track ; death.
June	11	Jno. Pine, citizen	Des Moines	Boarding moving train ; death.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Collisions	....	1	....	....	....	....
Caught in frogs	....	2	....	....	....	....
Coupling cars	....	3	....	....	....	....
Falling from trains	....	3	1	1	....	....
Getting on and off trains	1	....	1	2	2	....
Highway crossings	....	....	1	....	....	....
Miscellaneous	....	....	....	....	1	....
Trespassers on track	....	....	7	....	....	1
Total	1	9	10	3	3	1

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	20
Number of persons injured during the year	7
Number of casualties purely accidental during the entire year	7
Number resulting from lack of caution, carelessness, or misconduct	20
Number of persons killed or injured while intoxicated	2
Number of trespassers on track killed or injured	8
Number of tramps or others stealing rides killed or injured	3

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—R. R. Cable, Chicago.

Vice-Presidents — { David Dows, New York.
A. Kimball, Chicago.

Secretary and Treasurer—F. H. Tows, New York.

Local Treasurer—W. G. Purdy, Chicago.

General Manager—R. R. Cable, Chicago.

General Superintendent—A. Kimball, Chicago.

Assistant General Superintendent—H. F. Royce, Davenport.

Division Superintendents— { R. H. Chamberlin, Chicago.
John Givin, Des Moines.
Geo. F. Walker, Trenton, Mo.
J. C. Coombs, Keokuk.

Superintendent of Telegraph—A. R. Swift, Chicago.

Auditor——C. F. Jilson, Chicago.

General Ticket and Passenger—E. St. John, Chicago.

General Freight Agent—W. M. Sage, Chicago.

Attorney—T. F. Withrow, Chicago.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

David Dows, New York.
Francis H. Tows, New York.
A. G. Dulman, New York.
Jas. R. Cowing, New York.
Sidney Dillon, New York.
Jay Gould, New York.
R. P. Flower, New York.
Benj. Brewster, New York.
H. R. Bishop, New York.
Hugh Riddle, Chicago.
H. H. Porter, Chicago.
R. R. Cable, Chicago.
Geo. G. Wright, Des Moines.

Date of annual meeting of stockholders, first Wednesday in June each year.

Fiscal year of company ends March 31st.

General offices of the company are located at Chicago, Ill.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

Ransom R. Cable, President, and Warren G. Purdy, Local Treasurer, of the Chicago, Rock Island Pacific Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed) R. R. CABLE,
WARREN G. PURDY.

Subscribed and sworn to before me, this 3d day of September, A. D. 1883.

JAMES C. HUTCHINS,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads this 4th day of September, A D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA

RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association....	$ 50,000,000.00	
Amount of common stock issued.....		18,572,993.33
Amount of preferred stock issued and conditions of preferment.....		10,759,933.31
Total amount paid in as per books of the company.....		29,332,926.64
Amount of stock per mile of road (in Iowa).....	$ 25,000.00	
Amount of stock representing the road in Iowa...	1,892,500.00	
Amount of stock held in Iowa.....	None.	
Total number of stockholders (common).....	441	
Total number of stockholders (preferred).....	583	
Number of stockholders in Iowa.....	None.	

DEBT.

Funded debt as follows:

First mortgage bonds, C., St. P., M. & O., due May 1, 1918, rate of interest 6 per cent		$ 3,000,000.00
Interest paid on same during the year	$ 184,832.50	
First mortgage bonds North Wis., due January 1, 1930, rate of interest 6 per cent		800,000.00
Interest paid on same during the year	$ 48,030.00	
First mortgage bonds H. & R. F. R'y, due July 1, 1908, rate of interest 8 per cent		125,000.00
Interest paid on same during the year	$ 10,240.00	
First mortgage bonds St. P. & S. C. R. R., due April 1, 1919, rate of interest, 6 per cent		6,080,000.00
Interest paid during the year	$ 362,910.00	
First mortgage bonds St. P., S. & T. F. R'y, due Jan. 1, 1908, rate of interest, 7 per cent		334,800.00
Interest paid during the year	$ 22,198.75	
Consold. mortgage bonds and scp. C., St. P., M. & O. R'y, due January 1, 1930, rate of interest, 6 per cent		9,823,125.00
Interest paid during the year	$ 555,157.74	
*St. P., S. & T. F. R'y depot grounds bonds, due October 1, 1903, rate of interest, 10 per cent		30,000.00
Interest paid during the year	$	
†Land grant income bonds and scrip C., St. P. & M. R'y, due May 1, 1898, interest 6 per cent		72,562.00
Total amount of funded debt		$ 20,265,487.50
Contingent liability as guarantor of bonds or debts of other roads: Bonds of Minneapolis Eastern R'y Co., guaranteed by this company	$ 75,000.00	
Total amount of debt liabilities		$ 20,265,487.50
Amount of debt per mile of road in Iowa	$ 15,000.00	
Total amount of stock and debt	49,598,414.14	
Amount of stock and debt per mile of road (Iowa)	40,000.00	

*In the company's treasury.

†Convertible into C., St. P., M. & O. R. R. consol. mortgage bonds.

COST OF ROAD AND EQUIPMENT.

(Not kept separate.)

Total cost of road and equipment	$ 48,481,573.03
Average cost of road and equipment per mile (1008.40 miles)	$ 48,077.72
Proportion of cost of road and equipment for Iowa	3,695,253.56
Average cost of road and equipment per mile in Iowa (76.86 miles)	48,077.72

NOTE.—This company's road is formed by the consolidation and purchase of several distinct properties. The details of cost of which cannot be given separately.

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Right of way and real estate	$ 105,840.03
Station buildings	13,443.61
Shops and engine houses	73,089.65
Water stations	22,578.35
Fuel sheds	9,572.06
Miscellaneous buildings	16,320.54
Bridges, culverts, and cattle guards	114,557.34
Fences, switchyards. and crossing	27,552.47
Yard and side tracks	282,345.20
Track scales	7,143.18
Construction of Northern Wisconsin Railway	587,891.42
Construction of Chippewa Falls & Northern Railway	873,204.22
Construction of Norfolk Line	32,651.04
Construction of Florence cut off	79,767.99
Surveys	3,696.67
Telegraph	4,197.20
Ballasting, ditching, reproping, and changing grades	214,405.43
Steel rails	153,065.57
Construction of Minnesota transfer	34,757.27
Second track	12,459.78
Miscellaneous	441.33
Discount on securities and adjustment of State and bond accounts	755,423.74
Total for construction	$ 3,424,404.09

EQUIPMENT.

	Number.		
Locomotives	50	$	573,591.48
Passenger, mail, baggage, and express cars	10		38,495.08
Dining cars	2		23,793.78
Freight and other cars	673		369,555.40
Account transfer steamers, balance			220.21
Total for equipment		$	1,005,655.95
Any other expenditures charged to property account			
Net addition to property account for the year		$	4,430,060.04

GENERAL EXHIBIT.

Total earnings		$ 5,085,573.26
Total expenses, including taxes		3,582,779.78
Net earnings		1,502,793.48
Rentals, specifying amount paid to each company		30,677.30
St. Paul, Minneapolis & Manitoba Railroad	$ 18,828.17	
Illinois Central Railroad	12,000.00	
St. Paul Union Depot Company	1,551.13	
Minneapolis & St. Louis Railroad Company	9,200.00	
	$ 41,579.30	
Less received from Minneapolis & St. Louis Co.	10,902.00	
Interest received during the year; Interest paid during the year on floating debt		140,655.50
Interest accrued on funded debt		1,165,091.24
Interest paid on funded debt		
Interest received on balances, etc		140,655.50
Dividends declared (7 per cent) on preferred stock		753,016.25
Balance for the year, deficit		305,335.81
Balance at commencement of the year, surplus		654,497.73
Balance at the close of the year, June 30, 1883		692,123.34
Income from other sources than earnings (lands)		342,961.42
Total income from all sources for the year (earnings and lands)		$ 5,428,534.68

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 799,615.32	
From through passengers	547,672.50	
From all passengers		$ 1,347,287.82
From express and baggage		83,452.25
From mails		65,746.98
From other sources, passenger department, (including baggage)		16,167.31
Total earnings, passenger department		$ 1,512,654.36
Earnings per train mile run (917,193 miles)	$1.64.92	
Earnings, freight:		
From local	$ 1,896,307.62	
From through	1,659,491.40	
Other sources, freight department	17,119.88	
Total earnings, freight department		$ 3,572,918.90
Earnings per train mile run (2,242,392 miles)	$1.59.33	
Total transportation earnings		5,085,573.26
Earnings per train mile run, from all trains earning revenue (3,159,585 miles)	$ 1.60.96	
Earnings per mile of road operated (108,759 miles)	4,676.00	
Proportion of earnings for Iowa	320,975.93	
Income from all other sources, land		342,961.42
Total income from all sources		$ 5,428,534.68
Proportion of income for Iowa	$ 320,975.93	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 439,693.91
Renewal of rails	52,837.77
(Number tons laid, steel, ...)	
(Number tons laid, iron, ...)	
Renewal of ties	85,209.55
(Number laid, ...)	
Repairs of bridges, including culverts and cattle-guards	83,086.00
Repairs of fences, road-crossings, and signs	33,502.49
Repairs of buildings, stations and water-tanks	66,440.34
Total	$ 760,770,06

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives		$ 236,870.13
Repairs of passenger cars		91,280.21
Repairs of freight cars		235,312.45
Total		$ 563,462.79

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives		$ 627,842.65
Water supply		30,368.80
Oil and waste		26,842.11
Locomotive service		326,503.17
Passenger train service		57,591.65
Passenger train supplies		11,454.95
Mileage of passenger cars (debit balance)		17,067.03
Freight train service		158,396.21
Freight train supplies		13,640.65
Mileage of freight cars (credit balance)	$17,733.50	
Telegraph expenses (maintenance and operating)		73,846.00
Damage and loss of freight and baggage		39,459.61
Damages to property and cattle		9,904.91
Personal injuries		21,250.30
Agents and station service		323,916.57
Station supplies		18,961.76
Total		$ 1,739,312.87
Expenses of operating Missouri river transfer		$ 31,445.85

CLASS 4—GENERAL EXPENSES.

Salaries of general and division officers and their clerks			$ 152,537.22
Legal expenses			20,135.25
Insurance			12,663.81
Stationery and printing			33,968.16
Outside agencies and advertising			35,875.90
Contingencies			46,885.18
Taxes in Iowa	$ 15,153.21		
Taxes in other States	170,569.48	Total taxes	$ 185,722.69
Total			$ 487,788.21

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 760,770.06
Maintenance of motive power and cars	563,462.79
Conducting transportation	1,739,312.87
Expenses Missouri river transfer	31,445.85
General expenses, including taxes	487,788.21
Total operating expenses and taxes	$ 3,582,779.78

Operating expenses and taxes per mile of road.....$ 3,294.24
Operating expenses and taxes per train mile run, for trains earning revenue (3,159,585 miles) .....$ 1.13.40
Proportion of operating expenses and taxes for Iowa. 200,625.00
Percentage of operating expenses and taxes to earnings. 70.45

GENERAL RECAPITULATION.

Total income	$ 5,428,534.68
Total operating expenses and taxes	3,582,779.78
Net income above operating expenses and taxes	1,845,754.90
Net income above operating expenses, taxes, interest and rentals	790,641.86

Gross earnings per train mile run (3,159,585 miles). $1.60.96
Net earnings per train mile run (3,159,585 miles) 0.47.56
Percentage of net income to stock and debt 1.594
Percentage of net income to cost of road and equipment 1.631

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? For the last six months of 1882 one cent per ton per mile is charged on construction material, and materials for repairs were carried free. All material free from Jan. 1, 1883.

If so, state at what rates; the number of tons carried; and the amount credited to earnings. One cent per ton per mile on construction material; last six months of 1882.

SURPLUS.

Surplus at the commencement of the year	$ 654,497.73
Surplus at the close of the year	692,123.34
Amount in material and balances from other roads, cash and cash assets	692,123.34

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Cost of road and equipment	$ 48,481,573.03
Stock and bonds owned	1,009,075.48
Materials and supplies	706,953.75
Excess of cash and cash assets over amount of current liabilities	1,675,438.53
Total	$ 51,873,040.79

CREDIT.

Common stock	$ 18,572,993.33
Preferred stock	10,759,933.31
Funded debt	20,265,487.50
Land grants	1,582,503.31
Profit and loss, surplus	692,123.34
Total	$ 51,873,040.79

DESCRIPTION OF ROAD.

Length main line of road from Elroy to Omaha		571.35
Length of main line from North Wisconsin Junction to end of track		120.00
Length main line of road in Iowa	59.42	
Length main line of road in Minnesota	207.42	
Length main line of road in Wisconsin	334.90	
Length main line of road in Nebraska	126.81	
Length of second track on main line	7.54	
Branches owned by this company:		
Stillwater Junction to Stillwater	3.80	
Stillwater to St. Croix bridge	4.39	
Hudson to River Falls	12.21	
Lake Crystal to Elmore	44.00	
Heron Lake to Woodstock	44.00	
Sioux Falls Junction to Salem	98.00	
Luverne to Doon	28.00	
Coburn Junction to Ponca	15.82	
Emmerson to Norfolk	46.40	
Merrillan to Neilsville	14.00	
Chippewa Falls to Rice Lake	46.00	
Superior Junction to Superior City	60.43	
Total length of branches owned by this company		417.05

Total length of branches owned by this company in Iowa	17.44	
Total length of branches owned by this company in Minnesota	149.28	
Total length of branches owned by this company in Wisconsin	132.64	
Total length of branches owned by this company in Nebraska	62.22	
Total length of branches owned by this company in Dakota	55.47	
Total length of road belonging to this company		1,108,40
Aggregate length of sidings and other tracks not above enumerated		123.60
Same in Iowa		15.60
Aggregate length of track, computed as single track, exlusive of sidings		1,123.14
Same in Iowa		76.86
Total length of steel rails in tracks in Iowa, exclusive of sidings		59.42
Total length of iron rails in tracks in Iowa		17.44

Weights per yard, steel, 50 pounds.
Weights per yard, iron, 50 pounds.
Gauge of track, 4 feet 8½ inches.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:		
St. Paul to Minneapolis		9.90
Le Mars to Sioux City		24.00
Total length of above roads		33.90
Total length of above roads in Iowa	24.00	
Total length of above roads in Minnesota	9.90	

If any part of the road was first opened for operation during the past year, state the date:
Chippewa Falls to Bloomer, 14.5 miles, September 1, 1882.
Bloomer to Rice Lake, 31.5 miles, September 11, 1882.
Superior Junction to Superior City, 60.43 miles, Nov, 12, 1882.

Total miles of road operated by this company	1,142.30
Total miles of road operated by this company in Iowa	100.86

STATIONS.

Number of stations on all roads owned by this company	197
Same in Iowa	10
Number of stations on all roads operated by this company	200
Same in Iowa	12
Number of telegraph offices in stations in Iowa	12

EMPLOYES.

Number of persons regularly employed on all roads operated by this company (approximate)	4,319
Same in Iowa. Cannot give figures, account of employes being transferred to other States same day.	
Amount paid employes, including officials, on all roads operated by this company (approximate)	$ 2,465,114.81
Same in Iowa (approximate)	154,069.30

BRIDGES IN IOWA.

	No.	Aggregate Length.
Wooden truss bridges under 100 feet in length	2	120
Wooden trestle and pile	136	8,250

BOX CULVERTS IN IOWA.

Stone	17	51

CATTLE GUARDS.

Number of in Iowa	No record.

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
Between Le Mars and State line	Pile	Wood	During the year ending June 30, 1883	40
Total				40

Give the average number of years the trestle and pile bridges last on your road in Iowa	9
Give the average number of years that wooden truss bridges last on your road in Iowa	9

ROAD-BED AND TRACK.

Number of track sections in Iowa	14
Average length of sections, miles	6
Average number of men in each section gang	4
Number of new ties laid in track during the year in Iowa	33,072
Average number of new ties per mile of road	570
What is the average number of years that iron rails last in your track on main line in Iowa	5
What is the average number of years that iron rails last in your track on branches in Iowa	5
What is the average number of years that steel rails last in your track on main line in Iowa	10

What is the average number of years that steel rails last in your track on branches in Iowa..... 10

What is the average number of years that ties last in your track in Iowa..... 4

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?
Chicago & Northwestern Railroad, at Alton.
Chicago, Milwaukee & St. Paul, Railroad, at Sheldon.

Number of highway crossings at grade..... 66

Number of highway crossings at which there are flagmen..... 3

FENCING IN IOWA.

How many miles of fencing have you on your road..... 45

What is the average cost per rod.....$ .70

What is the total cost of same..... ..Not known.

How many miles of new fencing have you built during the year..... 35

Give the number of miles needed on both sides of your track in each county in Iowa.

In Osceola county.....	36 miles.
In O'Brien county.....	12 miles.
In Sioux county.....	35 miles.
In Plymouth county.....	
In Lyon county.....	35 miles.
Total miles needed.....	118

ROLLING STOCK.

	Leased.	Owned.	Total.
Number of locomotives.....		181	181
Number of passenger cars.....		60	60
Number of baggage, mail and express cars.....		35	35
Number of parlor and sleeping cars.....		2	2
Number of pay and office cars.....		2	2
Number of dining cars.....		2	2
Number of box freight cars.....	470	3,059	3,529
Number of stock cars.....		210	210
Number of platform cars.....		1,073	1,073
Number of coal cars.....		200	200
Number of other cars:			
Caboose, 99; derrick and tool, 7; pile driver, 3...		109	109
Total cars.....	470	4,752	5,222

Maximum weight of locomotives and tenders, tons	35
Average weight of locomotives and tenders, tons	
Number of locomotives equipped with train-brake	84
Kind of brake: Westinghouse automatic.	
Maximum weight of passenger cars, tons	20½
Average weight of passenger cars, tons	20
Number of cars equipped with train-brake. All passenger equipment.	
Kind of brake, Westinghouse automatic.	
Number of passenger cars equipped with Miller platform and buffer: All passenger equipment.	
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight: Varies greatly on different divisions. No average can be given that would be reliable.	

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	917,193
Miles run by freight trains during the year	2,242,892
Miles run by switching trains during the year	977,336
Miles run by other trains during the year	751,801
Total train mileage	4,888,722

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains (approximate)	5.32
Average weight of passenger trains, exclusive of passengers, tons (approximate)	106 4-10
Average number of cars in freight trains (approximate)	15.59
Average weight of freight trains, exclusive of freight, tons (approximate)	140.31

PASSENGER TRAFFIC.

Total number of passengers carried	872,878
Total passenger mileage, or passengers carried one mile	54,991,339
Average distance traveled by each passenger, miles	63
Average amount received from each passenger	$ 1.54
Highest rate of fare per mile for any distance	.04
Lowest rate of fare per mile for any distance	.01
Average rate of fare per mile for all passengers, cents	2.45

FREIGHT TRAFFIC.

Total tons of freight carried (approximate)	1,990,171
Total freight mileage, or tons carried one mile (approximate)	282,206,271
Average rate per ton per mile received for all freight, cents (approximate)	1.26

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	11,350,315
Number of miles run by loaded freight cars west and north	15,313,852
Number of miles run by empty freight cars east and south	6,037,677
Number of miles run by empty freight cars west and north	2,248,898
Total freight car mileage	34,950,742
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	34.72
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	12.80

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles	22½
Rate of speed of freight trains, including stops, miles	10¼

TONNAGE OF ARTICLES TRANSPORT'ED.

(These statistics not kept.)

TONNAGE CROSSING THE MISSOURI RIVER TRANSFER, AT SIOUX CITY, IOWA, FOR THE YEAR ENDING JUNE 30, 1883.

East bound number of tons	34,278
West bound number of tons	65,130
Total tons	99,408

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? The American Express Company; they pay one and one-half times first class tariff freight rates. The express company handles its own freight.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? The cars of all transportation companies are allowed to run over the road. This company pays the usual mileage, three-fourth cents per mile for use of same. No preference is given to cars or freight of any company.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each? Northwestern Car Trust Company, Chicago, Illinois, $39,546.08.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Pullman Palace Car Company run sleepers on this company's main line between St. Paul and Sioux City and St. Paul and Elroy. They charge about $1.00 east of St. Paul and $1.50 west of St. Paul, in addition to regular passenger fare, for distance on this road.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings: This company pays the sleeping car company three cents per mile for use of sleeping cars. The sleeping car company receives all revenue for use of seats and berths.

U. S. MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? $71.82 per mile per annum on main line; $42.75 per mile per annum on branches.

What amount have you paid for receiving and delivering mail to and from stations on your road? For delivering mail in St. Paul, $440.00.

TELEGRAPH.

How many miles of telegraph are owned by your company? Telegraph mileage same as miles of road; owned jointly by Western Union Telegraph Company and railroad company, one-half each.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Telegraph lines extend whole length of main line and branches; owned jointly by the railroad company and the Western Union Telegraph Company, one-half each.

LANDS—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from Congressional grants.....

State the number of acres yet to inure to your company from Congressional grants.....

State the average price at which these lands have been sold or contracted by the company.....

State the number of acres sold .....

State the amount received from sales .....

State the amount unpaid on outstanding contracts.....

State the gross amount received from sales, contracts, forfeited contracts, etc., up to June 30, 1883.....

State the amount expended in sale and management of lands.

State the amount of taxes paid on lands .....

State the amount realized from the sale of lands above the expenses incurred in the management and taxes .....

(No land grant in Iowa).

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882.			
September 15	Peter Rigley	Sheldon	Coupling.
October 17	George Pratt	Sibley	Coupling.
*November 2	Peter Netter	Ashton	From lack of caution.
*Decemb'r 13	S. M. Smith	Lemars	From lack of caution.
1883.			
January 13	A. Monk	Sheldon	Purely accidental.

* Reported to Railroad Commissioner at time of injury. Several trifling injuries not included.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	INJURED.		
	Passengers.	Employes.	Others.
Coupling cars	.....	2	.....
Miscellaneous	.....	3	.....
Total	.....	5	.....

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	None.
Number of persons injured during the year (not including very trifling injuries)	5
Number of casualties purely accidental during the entire year	1
Number resulting from lack of caution, carelessness or misconduct	4

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Marvin Hughitt, Chicago, Ill.
Vice-President—M. L. Sykes, New York, N. Y.
Secretary—C. W. Porter, Hudson, Wis.
Treasurer—M. L. Sykes, New York, N. Y.
Assistant President—E. W. Winter, St. Paul, Minn.
General Superintendent—Jno. M. Whitman, St. Paul, Minn.
Division Superintendents—A. A. Hobart, St. Paul, Minn.; Hugh Spencer, St. James, Minn.; George V. Morford, Omaha, Nebraska.
Chief Engineer—C. W. Johnson, St. Paul, Minn.
Superintendent of Telegraph—H. C. Hope, St. Paul, Minn.
Auditor—H. A. Gray, St. Paul, Minn.
General Passenger Agent—T. W. Teasdale, St. Paul, Minn.
General Traffic Manager—J. H. Hiland, St. Paul, Minn.
General Solicitor—Jno. C. Spooner, Hudson, Wisconsin.

DIRECTORS.

Marvin, Hughitt, Chicago, Ill.
R. P. Flower, New York, N. Y.
David Dows, New York, N. Y.
W. D. Washburn, Minneapolis, Minn.
John C. Spooner, Hudson, Wis.
Philetus Sawyer, Oshkosh, Wis.
M. L. Sykes, New York, N. Y.

Augustus Shell, New York, N. Y.
A. H. Wilder, St. Paul, Minn.
W. K. Vanderbilt, New York, N. Y.
Cornelius Vanderbilt, New York, N. Y.
Albert Keep, Chicago, Ill.
H. McK. Tromblay, New York, N. Y.

Date of annual meeting of stockholders, first Saturday after first Thursday in June.

Fiscal year of company ends December 31st.

General offices of the company are located at St. Paul, Minnesota; Hudson, Wisconsin, and Wall St., New York.

STATE OF MINNESOTA, }
COUNTY OF RAMSEY. } ss

John M. Whitman, General Superintendent, and H. A. Gray, Auditor, of the Chicago, St. Paul, Minneapolis & Omaha Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed) J. M. WHITMAN,
H. A. GRAY.

Subscribed and sworn to before me, this 22d day of September, A. D. 1883.

[L. S.] G. HAMILTON,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 25th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CROOKED CREEK RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association	$ 71,500.00	
Amount authorized by vote of the company	71,500.00	
Amount issued, number of shares, 715; amount paid in		$ 71,500.00
Amount of common stock issued		71,500.00
Total amount paid in as per books of the company		$ 71,500.00

Amount of stock per mile of road	$ 8,411.76
Amount of stock representing the road in Iowa	All
Amount of stock held in Iowa	28,600.00
Total number of stockholders	5
Number of stockholders in Iowa	2

DEBT.

Amount of funded debt	None.
Total amount of floating debt	$ 24,098.16
Total amount of debt liabilities	$ 24,098.16

Amount of debt per mile of road	$ 2,835.08
Total amount of stock and debt	95,598.16
Amount of stock and debt per mile of road	11,246.84

COST OF ROAD AND EQUIPMENT.

No new road constructed during the year.

EQUIPMENT.

Passenger, mail, baggage, and express cars, 1	$ 885.00
Total expenditures charged to property accounts	$ 885.00

GENERAL EXHIBIT.

Total earnings	$	8,204.47
Total expenses, including taxes		13,801.17
Net deficit		5,596.70
Interest accruing during the year		1,450.00
Interest paid during the year		1,450.
Interest on floating debt	All.	
Balance for the year (deficit)		5,596.7
Balance at commencement of year (deficit)		4,098.16
Balance at the close of the year, June 30, 1883 (deficit)		9,694.86
Total income from all sources for the year	$	8,204.47

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers	$	376.15
From mails		361.62
Total earnings, passenger department	$	737.77
Earnings per train mile run (8.5 miles)	$	
Earnings, freight:		
Total earnings freight department	$	7,466.70
Earnings per train mile run (8.5 miles)	$	
Total transportation earnings	$	8,204.47
Earnings per train mile run, from all trains earning revenue (8.5 miles), $		
Earnings per mile of road operated (8.5 miles) $ 965.23		
Total income from all sources	$	8,204.47

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$	2,435.00
Renewal of rails		2,208.90
(Number of tons laid, steel, 46.)		
Renewal of ties		1,074.75
(Number ties laid, 2,828.)		
Repairs of bridges, including culverts and cattle-guards		689.60
Repairs of buildings, stations and water tanks		35.75
Total	$	6,444.00

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$	592.85
Total	$	592.85

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	981.00
Water supply		468.00
Oil and waste		238.60
Locomotive service		1,404.00
Freight train service		745.00
Freight train supplies		36.50
Mileage of freight cars (debit balance)		162.70
Telegraph expenses (maintenance and operating)		12.75
Damages to property and cattle		25.00
Personal injuries	None.	
Agents and station service		900.00
Station supplies		24.50
Total	$	4,998.05

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	1,200.00
Stationery and printing		26.50
Taxes in Iowa		539.77
Total	$	1,766.27

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	6,444.00
Maintenance of motive power and cars		592.85
Conducting transportation		4,998.05
General expenses, including taxes		1,766.27
Total operating expenses and taxes	$	13,801.17

Operating expenses and taxes per mile of road.....$ 1,623.66
Percentage of expenses to income..... Greater.

GENERAL RECAPITULATION.

Total income	$	8,204.47
Total operating expenses and taxes		13,801.17
Net income above operating expenses and taxes, deficit		5,596.70

SURPLUS.

Surplus at the commencement of the year	Deficit.
Surplus at the close of the year	Deficit.

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Estimated value of road-bed, rails, and bridges	$	35,000.00
Estimated value of rolling stock		3,600.00
Estimated value of stations, buildings, and fixtures		2,200.00
Estimated value of coal land property		20,505.00
Deficit at closing of accounts, June 30th, 1883		9,694.86
	$	71,500.00

CREDIT.

Capital stock issued	$	71,500.00
	$	71,500.00

DESCRIPTION OF ROAD.

Length of main line of road from Judd to Lehigh, in Iowa	8.50
Total length of road belonging to this company	8.50
Aggregate length of sidings and other tracks not above enumerated	.50
Total length of steel rails in tracks in Iowa, exclusive of sidings	.50
Total length of iron rails in tracks in Iowa	8.00

Weights per yard, steel, 41½ pounds.
Weights per yard, iron, 30 pounds.
Gauge of track, 4 feet, 8½ inches.

STATIONS.

Number of stations on all roads owned by this company	2
Number of stations on all roads operated by this company	2
Number of telegraph offices in stations in Iowa	None.

EMPLOYES.

Number of persons regularly employed on all roads operated by this company		6
Amount paid employes, including officials, on all roads operated by this company	$	4,249.00

BRIDGES IN IOWA.

	No.	Aggregate Length.
Wooden truss bridges over 100 feet in length	1	370
Wooden trestle and pile	11	500

BOX CULVERTS IN IOWA.

Timber	4	80

CATTLE GUARDS.

Number in Iowa	9

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)	12,500

ROAD-BED AND TRACK.

Number of track sections in Iowa	1
Average length of sections, miles	8.5
Average number of men in each section gang	5
Number of new ties laid in track during the year in Iowa	2,828
Average number of new ties per mile of road	333
New rails laid in track during the year in Iowa—steel (46 tons)	
Total track laid with new rails during the year in Iowa, miles.	.50

FENCING IN IOWA.

How many miles of fencing have you on your road	None.
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Webster county (about)	10

ROLLING STOCK.

	Owned.	Total.
Number of locomotives	1	1
Number of combination cars	1	1
Number of other cars (1 hand and 1 velocipede)	2	2
Total	3	3

Maximum weight of locomotives and tenders, tons	20
Average weight of locomotives and tender, tons	20
Number of locomotives equipped with train brake	None.

Kind of brake, common lever.

The amount of tonnage that can be carried over your road exclusive of cars by an engine of given weight. Weight of engine 20 tons, from 50 to 60 tons up our grade.

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by freight trains during the year	8,100
Total train mileage	8,100

CARS AND WEIGHT OF TRAINS.

Average number of cars in freight trains	3
Average weight of freight trains, exclusive of freight, tons	24

PASSENGER TRAFFIC.

Number of local passengers carried	1,254
Total number of passengers carried	1,254
Total passenger mileage, or passengers carried one mile	10,659
Average distance traveled by each passenger, miles	8.5
Average amount received from each passenger, cents	30
Highest rate of fare per mile for any distance, cents	3½
Lowest rate of fare per mile for any distance, cents	3½
Average rate of fare per mile for all passengers, cents	3½

FREIGHT TRAFFIC.

Number of tons of local freight carried	9,005
Total tons of freight carried	9,005
Total mileage of local freight (tons carried one mile	76,543
Total freight mileage or tons carried one mile	76,543
Average rate per ton per mile received for local freight $	.0975
Average rate per ton per mile received for all freight	.0975
Average rate per ton per mile received from freight to and from other roads	Same.

Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa, 95.

SPEED OF TRAINS IN IOWA.

Rate of speed of freight trains, including stops, miles per hour (about)	12

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	60	00.6
Flour	68	00.7
Provisions (beef, pork, lard, etc.)	10	00.1
Animals	120	01.4
Lumber and forest products	690	07.6
Coal	6,887	76.6
Plaster, lime and cement	11	00.1
Salt	16	00.2
Petroleum	10	00.1
Stone and brick	845	09.4
Merchandise, and other articles not enumerated above	288	03.2
Total tons carried	9,005	100

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? Daily mail each way; $363.37 per annum.

What amount have you paid for receiving and delivering mail to and from stations on your road? Nothing.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—W. C. Willson, Webster City, Iowa.
Vice-President—T. H. Judd, Milwaukee, Wis.
Secretary—J. M. Funk, Webster City, Iowa.
Treasurer—J. M. Funk, Webster City, Iowa.
General Manager—W. C. Willson, Wester City, Iowa.
Auditor—Geo. W. Post, Lehigh, Iowa.
General Passenger Agent—Geo. W. Post, Lehigh, Iowa.
General Freight Agent—Geo. W. Post, Lehigh, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

W. C. Willson, Webster City, Iowa.
J. M. Funk, Webster City, Iowa.
T. H. Judd, Milwaukee, Wis.
Geo. Burnham, Milwaukee, Wis.
Chas. L. Burnham, Milwaukee, Wis.
J. Q. Burnham, Milwaukee, Wis.

Date of annual meeting of stockholders, May 15.
Fiscal year of company ends (have none).
General offices of the company are located at Lehigh, Iowa.

STATE OF IOWA,
COUNTY OF HAMILTON. } ss.

I, W. C. Willson, President of the Crooked Creek Railroad and Coal Company, of the county of Webster, and State of Iowa, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of his knowledge and belief.

(Signed),

W. C. WILLSON,
President C. C. R. R. & C. Co.

Subscribed and sworn to before me, this 12th day of September, A. D. 1883.

O. K. EASTMAN,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 18th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

DES MOINES & FORT DODGE RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association....	$ 5,456,000.00	
Amount authorized by vote of the company.....	$ 5,456,000.00	
Amount issued, number of shares, 50,412.80; amount paid in.		$ 5,041,280.00
Amount of common stock issued.....		4,283,000.00
Amount of preferred stock issued, and conditions of preferment.....		758,280.00
Entitled to dividends up to seven per cent before any on the common.		
Total amount paid in as per books of the company.....		$ 5,041,280.00

Amount of stock per mile of road.....	$ 36,578.67	
Amount of stock representing the road in Iowa.	All	
Amount of stock held in Iowa.....	No record	
Total number of stockholders.....	90	
Number of stockholders in Iowa.....	No record	

DEBT.

Funded debt as follows:		
1,192 bonds due 1905, rate of interest six per cent.....		$ 1,192,000.00
Interest paid on same during the year.....	$ 71,520.00	
1,200 bonds due 1905, rate of interest five per cent.....		1,200,000.00
Interest paid on same during the year.....	$ 46,665.00	
678 bonds due 1905, rate of interest six per cent.....		678,000.00
Interest paid on same during the year.....	$ 42,080.00	
Total amount of funded debt.....		$ 3,070,000.00
Floating debt:		
Incurred for construction.....	$ 78,000.00	
Total amount of floating debt.....		78,000.00
Total amount of debt liabilities.....		$ 3,148,000.00

Amount of debt per mile of road.....	$ 22,841.38	
Total amount of stock and debt.....		8,189,280.00
Amount of stock and debt per mile of road	59,420.05	

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY.)

The road having been bought fully equipped we cannot itemize cost of construction and equipment.

Total cost of road and equipment	$ 8,437,536.17

Average cost of road and equipment per mile (137.83 miles) $61,216.10

Proportion of cost of road and exuipment for Iowa ..... All.

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading	$ 175,043.00
Bridging and masonry	44,083.80
Superstructure, including rails	670,752.62
Land, land damages, and fences	28,646.52
Passenger and freight stations, coal sheds, and water stations, engine houses, car sheds, and turntables	36,112.77
Engineering, agencies, salaries, and other expenses during construction	14,355.39
Total for construction	$ 968,944.10

EQUIPMENT.

	Number.	
Locomotives	5	$ 51,100.00
Passenger, mail, baggage, and express cars	1	2,332.80
Freight and other cars	137	60,659.27
Total for equipment		$ 114,092.07
Any other expenditures charged to property account		
Discount on stock and bonds sold		1,262,220.00
Total expenditures charged to property accounts		$ 2,345,256.17

Net addition to property accounts for the year....$2,345,256.17

GENERAL EXHIBIT.

Total earnings	$ 315,056.88
Total expenses, including taxes	232,344.69
Net earnings	82,712.19
Rentals, specifying amount paid to each company	
Illinois Central Railroad Company	3,499.88
Interest accruing during the year	165,989.87
Interest paid during the year	163,454.87
Interest on funded debt	162,800.00
Interest paid on funded debt	160,265.00
Interest on floating debt	3,189.87
Interest paid on floating debt	3,189.87
Dividends declared	None.
Balance for the year, deficit	66,560.39
Interest falling due during the year and not paid	4,950.00
Floating debt liquidated during the year	26,800.00
Balance at commencement of the year	525,827.08
Balance at the close of the year, June 30, 1883	459,266.69
Income from other sources than earnings (increase in lands)	17,682.17
Total income from all sources for the year	332,739.05

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 75,928.79	
From through passengers	13,268.49	
From all passengers		$ 89,197.28
From express and baggage		3,676.28
From mails		5,149.40
From other sources, passenger department		877.57
Total earnings, passenger department		98,900.53
Earnings per train mile run (104,450 miles)	$ 0.95	
Earnings, freight:		
From local	$ 151,237.35	
From through	58,328.42	
From other sources, freight department	1,761.25	
Total earnings, freight department		$ 211,327.02
Earnings per train mile run (118,959 miles)	$ 1.78	
Total transportation earnings		$ 310,227.55

Earnings per train mile run, from all trains earning revenue (223,409 miles)	$ 1.39	
Earnings per mile of road operated (142.90 miles)	$2,170.94	
Rents received for use of road		3,540.60
Rents received for use of stations		1,288.73
Income from all other sources:		
Increase in lands		17,682.17
Total income from all sources		$ 332,739.05

Proportion of income for Iowa.....All.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 40,785.66
Renewal of ties (number laid 30,000)	9,406.15
Repairs of bridges, including culverts and cattle-guards	5,076.02
Repairs of fences, road-crossings and signs	639.25
Repairs of buildings, stations and water-tanks	10,519.33
Total	$ 66,426.41

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 18,127.21
Repairs of passenger cars	3,138.77
Repairs of freight cars	2,389.31
Total	$ 23,655.29

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$ 19,381.73
Water supply	2,147.75
Oil and waste	3,154.23
Locomotive service	21,552.17
Passenger train service	4,387.00
Passenger train supplies	682.33
Mileage of passenger cars (debit balance)	523.02
Freight train service	11,014.60
Freight train supplies	510.19
Mileage of freight cars (debit balance	2,587.19
Telegraph expenses (maintenance and operating)	2,156.91
Damage and loss of freight and baggage	450.61
Damages to property and cattle	4,014.83
Personal injuries	373.95
Agents and station service	22,145.26
Station supplies	1,214.26
Total	$ 96,296.08

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 20,545.77
Legal expenses		934.95
Insurance		805.61
Stationery and printing		3,509.66
Outside agencies and advertising		813.96
Contingencies		4,407.64
Taxes in Iowa	$ 14,949.37	
Total taxes		14,949.37
Total		45,966.96

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 66,426.41
Maintenance of motive power and cars	23,655.29
Conducting transportation	96,296.03
General expenses, including taxes	45,966.96
Total operating expenses and taxes	$ 232,344.69

Operating expenses and taxes per mile of road (142.90 miles)		$ 1,625.92
Operating expenses and taxes per train mile run, for trains earning revenue (223,409 miles)	$ 1.04	
Proportion of operating expenses and taxes for Iowa	All.	
Expenses of running and management of passenger trains		$ 18,940.09
Expenses of running and management of passenger trains, per train mile, 18 cents.		
Expenses of running and management of freight trains		43,889.91
Expenses of running and management of freight trains, per train mile, 37 cents.		
Expenses of running and management of all trains earning revenue		62,830.00
Percentage of expenses to income, 70.		

GENERAL RECAPITULATION.

Total income		$ 332,739.05
Total operating expenses and taxes		232,344.69
Net income above operating expenses and taxes		100,394.36
Net income above operating expenses, taxes, interest, and rental (deficit)		66,560.39
Gross income per train mile run (223,409 miles)	$ 1.49	
Net income per train mile run (223,409 miles)	.45	
Percentage of net income to stock and debt	1.23	
Percentage of net income to cost of road and equipment	.1.20	

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year	$ 525,827.08
Surplus at the close of the year	459,286.69
The amount invested in cash	9,656.01
Agricultural lands and land contracts	209,506.40
Bills receivable	1,000.00
Amount absorbed in construction	208,996.48
Amount in material and balances from other roads	30,107.80

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS JUNE 30, 1883.

DEBIT.

Cost of road and equipment	$ 8,437.536.17
Real estate	35,728.35
Cash on hand	9,656.01
Due from agents and companies	18,070.80
Material on hand	12,037.00
Bills receivable	1,000.00
Contracts of sale lands	91,659.08
Agricultural lands	117,847.32
Total	$ 8,723,534.73

CREDIT.

Capital stock	$ 5,041,280.00
Funded debt	3,070,000.00
Floating debt	78,000.00
Due other companies and individuals	39,408.71
Bills and pay rolls	35,394.33
Land grant bonds	190.00
Profit and loss	459.286.69
Total	$ 8,723,534,73

DESCRIPTION OF ROAD.

Length main line of road from Des Moines to Ruthven, miles	137.10	
Fort Dodge Junction to Fort Dodge	.73—	137.83
Total length of road belonging to this company		137.83
Aggregate length of sidings and other tracks not above enumerated		24.30
Aggregate length of track, computed as single track, exclusive of sidings		137.83
Total length of steel rails in tracks in Iowa, exclusive of sidings	85.30	
Total legth of iron rails in tracks in Iowa	52.53	

Weights per yard, steel, 56 pounds.

Weights per yard, iron, 50 pounds.

Gauge of track, 4 feet 8½ inches.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:		
Illinois Central Railroad from Tara to Ft. Dodge Junction		5.07
If any part of the road was first opened for operation during the past year, state the date:		
Nov. 1, 1882, Rolfe to Ruthven, miles	30	
Total miles road operated by this company in Iowa		142.90

STATIONS.

Number of stations on all roads owned by this company, in Iowa	24
Number of stations on all roads operated by this company in Iowa	24
Number of telegraph offices in stations in Iowa	22

EMPLOYES.

Number of persons regularly employed on all roads operated by this company in Iowa	300
Amount paid employes, including officials, on all roads operated by this company in Iowa	$ 81,644.80

BRIDGES IN IOWA.

	No.	Aggregate length.
Wooden truss bridges over 100 feet in length.....	1	110
Wooden truss bridges under 100 feet in length.....	3	200
Wooden trestle and pile.....	112	6,155

ARCH CULVERTS AND VIADUCTS IN IOWA.

Less than 20 feet opening.....	1	30

BOX CULVERTS IN IOWA.

Timber.....	205	6,150

CATTLE-GUARDS.

Number of in Iowa.....	138	1,104

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.) (about)		200,000
Timber culverts replaced with sewer pipe.....	4	112

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
Between Des Moines and Ashewa.	Pile.....	Wood	July, 1882	80
Between Ashewa and Waukee....	Pile	Wood	July, 1882	288
Fort. Dodge.....	Pile	Wood	July, 1882	120
Between Rolfe and Plover.....	Pile	Wood	1882.....	345
Between Plover and Mallard.....	Pile	Wood	1882.....	69
Between Curlew and Ayrshire	Pile and trestle...	Wood	1882.....	436
Between Ayrshire and Ruthven...	Pile	Wood	1882.....	842
Total.....	.....	.....	.....	2,180

Give the average number of years the trestle and pile bridges last on your road in Iowa.....	9
Give the average number of years that wooden truss bridges last on your road in Iowa.....	12

ROAD-BED AND TRACK.

Number of track sections in Iowa.....	23
Average length of sections, miles.....	5.1
Average number of men in each section gang	4
Number of new ties laid in track during the year in Iowa... .	108,000
Average number of new ties per mile of road	784
New rails laid in track during the year in Iowa—iron (4,070 tons), miles.....	51.80

New rails laid in track during the year in Iowa—steel (2,358 tons), miles	26.80
Total track laid with new rails during the year in Iowa, miles.	78.60
What is the average number of years that iron rails last in your track on main line in Iowa	12
What is the average number of years that steel rails last in your track on main line in Iowa? Have not had long enough experience to tell.	
What is the average number of years that ties last in your track in Iowa	7

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Rock Island & Pacific Railroad at Des Moines.
Chicago, Rock Island & Pacific Railroad at Valley Junction.
Wabash, St. Louis & Pacific Railroad at Waukee.
Chicago, Milwaukee & St. Paul Railroad at Perry.
Minneapolis & St. Louis Railroad at Angus.
Chicago & Northwestern Railroad at Grand Junction.
Chicago & Northwestern Railroad at Gowrie.
Illinois Central Railroad at Tara.
Chicago & Northwestern Railroad at Rolfe.
Chicago, Milwaukee & St. Paul Railroad at Ruthven.

Number of highway crossings at grade	114

FENCING IN IOWA.

How many miles of fencing have you on your road	88
What is the average cost per rod	$ 1.36
What is the total cost of same	$ 16,523.77
How many miles of new fencing have you built during the year.	33.50
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Boone county	1.30
In Greene county	22.99
In Webster county	32.01
In Humboldt county	6.32
In Pocahontas county	16.65
In Palo Alto county	20.56
Total miles	99.83

ROLLING STOCK.

	Owned.	Total.
Number of locomotives	16	16
Number of passenger cars	6	6
Number of baggage, mail and express cars	3	3
Number of box freight cars	62	62
Number of stock cars	20	20
Number of platform cars	48	48
Number of coal cars	100	100
Number of other cars	10	10
Total	249	249
Maximum weight of locomotives and tenders, tons		40
Average weight of locomotives and tenders, tons		30
Number of locomotives equipped with train brake		5
Kind of brake: Westinghouse air brake.		
Maximum weight of passenger cars, tons		24
Average weight of passenger cars, tons		22
Number of cars equipped with train brake		10
Kind of brake: Westinghouse air brake.		
Number of passenger cars equipped with Miller platform and buffer		10
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, 32 tons, cylinder 16 x 24, pressure of 100 pounds, and running 15 miles per hour, can carry, tons		230

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	104,450
Miles run by freight trains during the year	118,959
Miles run by other trains during the year	
Total train mileage	223,409

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	3
Average weight of passenger trains, exclusive of passengers, pounds	142,000
Average number of cars in freight trains	18
Average weight of freight trains, exclusive of freight, pounds	420,000

PASSENGER TRAFFIC.

Number of through passengers carried	7,573
Number of local passengers carried	109,394
Total number of passengers carried	116,967
Total passenger mileage, or passengers carried one mile	3,195,482
Average distance traveled by each passenger, miles	27
Average amount received from each passenger	$ .76
Highest rate of fare per mile for any distance, cents	3
Lowest rate of fare per mile for any distance, cents	1
Average rate of fare per mile for all passengers, cents	2.7

FREIGHT TRAFFIC.

Number of tons of through freight carried	38,813
Number of tons of local freight carried	169,661
Total tons of freight carried	208,474
Total mileage of through freight (tons carried one mile)	1,689,909
Total mileage of local freight (tons carried one mile)	7,204,350
Total freight mileage, or tons carried one mile	8,894,259
Average rate per ton per mile received for through freight, cents	3.4
Average rate per ton per mile received for local freight, cents	2
Average rate per ton per mile received for all freight, cents	2.36
Percentage of freight originating at, and carried to, stations in Iowa to total freight carried in Iowa	80

CAR MILEAGE.

Number of miles run by loaded freight cars south	321,687
Number of miles run by loaded freight cars north	608,687
Number of miles ruu by empty freight cars south	381,948
Number of miles run by empty freight cars north	77,699
Total freight car mileage	1,390,021
Percentage of empty freight cars hauled south to all freight cars hauled south	54
Percentage of empty freight cars hauled north to all freight cars hauled north	11

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles	23
Rate of speed of freight trains, including stops, miles	12

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	15,979	7.66
Flour	2,955	1.41
Provisions (beef, pork, lard, etc.)	122	.05
Animals	8,676	4.16
Other agricultural products	7,323	3.51
Lumber and forest products	14,542	6.97
Coal	128,048	61.41
Plaster, lime and cement	4,320	2.07
Salt	565	.27
Petroleum and oil	223	.17
Iron, steel, and castings	166	.08
Stone and brick	7,841	3.76
Manufactures—articles shipped from point of production	2,036	.96
Merchandise, and other articles not enumerated above	15,678	7.52
Total tons carried	208,474	100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

Same as above.

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? The United States Express Company; $11 per day for eleven months, and $15 per day for one month. American Express Company carries through freight between Des Moines and Angus; compensation, one and a half first-class freight rates. Freights taken from express companies at depot.

U. S MAIL IN IOWA.

What is the compensation paid you by the U. S. Government for the transportation of its mails, and on what terms of service? $444.70 per month —one train each way per day, except Sundays.

What amount have you paid for receiving and delivering mail to and from stations on your road? $300.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Company owns 142.90 miles.

LANDS—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from the Congressional grants	43,882.85
State the number of acres yet to enure to your company from Congressional grants. None.	
State the average price at which these lands have been sold or contracted by the company. About $6.	
State the number of acres sold	30,346
State the amount received from sales $	9,279.09
State the amount unpaid on outstanding contracts	91,659.08
State the gross amount received from sales, contracts, forfeited contracts, etc., up to June 30th, 1883	44,394.73
State amount expended in sale and management of lands	868.68
State the amount of taxes paid on lands	4,325.31
State the amount realized from the sale of lands above the expenses incurred in the management and taxes	39,200.74

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

INJURED.

DATE.	NAME AND OCCUPATION	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882. July 27	Jno. Ward, laborer on construction train	Rolfe	Fell from train; his own carelessness.
1883. February 8	F. E. Adams, brakeman	Between Tara and Clare	Toes cut off by being caught between draw-bars; his own carelessness.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	INJURED.		
	Passengers.	Employes.	Others.
Coupling cars	...	1	....
Falling from trains	....	1	....
Total	....	2	....

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	None.
Number of persons injured during the year	2
Number resulting from lack of caution, carelessness, or misconduct.	2

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—C. E. Whitehead, New York.
Vice-President—Chas. Dana, New York.
Secretary—Frank Saunders, New York.
Treasurer—C. E. Whitehead, New York.
Superintendent—C. N. Gilmore, Des Moines.
Chief Engineer—James Carss, Des Moines.
Superintendent of Telegraph—J. T. Hoke, Des Moines.
Auditor—W. C. Matthews, Des Moines.
General Passenger Agent—G. W. Ogilvie, Des Moines.
General Freight Agent—G. W. Ogilvie, Des Moines.
Attorneys—Nourse & Kauffman, Des Moines.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Jno. L. Ludlow, Plainfield, New Jersey.
Chas. Dana, New York.
A. G. Agnew, New York.
David E. Greene, New York.
Wm. R. Sands, New York.
David Stewart, New York.
R. P. Fowler, New York.
J. E. Brown, New York.
A. B. Graves, New York.
C. E. Whitehead, New York.

Date of annual meeting of stockholders, first Thursday in June.
Fiscal year of company ends January 1st.
General offices of the company are located at Des Moines, Iowa.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

INJURED.

DATE.	NAME AND OCCUPATION	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
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1883. February 4	F. E. Adams, brakeman	Between Tara and Clare	Toes cut off by being caught between draw-bars; his own carelessness.

Jno. L. Lubow, [illegible]
Chas. Dana, New York
A. G. Agnew, New York
David E. Greene, New York
Wm. R. Sands, New York
David Stewart, New York
R. P. Fowler, New York
[illegible] E. Brown, New York
[illegible] B. Graves, New York
[illegible] E. Whitehead, New York

STATE OF IOWA, }
COUNTY OF POLK. } ss.

C. N. Gilmore, Superintendent of the Des Moines & Ft. Dodge Railroad, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of his knowledge and belief.

(Signed),

C. N. GILMORE.

Subscribed and sworn to before me this 10th day of September, A. D. 1883.

HORACE G. MOORE,

[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads this 11th day of September, A. D. 1883.

E. G. MORGAN,

Secretary of Board of Railroad Commissioners.

REPORT

OF THE

DUBUQUE & DAKOTA RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association (per mile)	$ 15,000.00	
Amount of common stock issued		$ 159,300.00
Amount of preferred stock issued, and conditions of preferment		410,000.00
Preferred stock to receive 6 per cent dividend before the common stock shall participate in dividends.		
Total amount paid in as per books of the company		$ 569,300.00

Amount of stock per mile of road	$ 9,008.00
Amount of stock representing the road in Iowa	All in Iowa.
Amount of stock held in Iowa	569,300.00
Total number of stockholders	28
Number of stockholders in Iowa	24

DEBT.

Funded debt as follows:		
Bonds due in 1919, rate of interest 6 per cent		630,000.00
Interest paid on same during the year	$ 37,800.00	
Total amount of debt liabilities		$ 630,000.00

Amount of debt per mile of road	$ 9,968.51
Total amount of stock and debt	1,199,300.00
Amount of stock and debt per mile of road	19,005.00

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY).

Grading, bridging and masonry	$	9,698.35
Land, land damages and fences		3.30
Passenger and freight stations, coal sheds, and water stations.		853.29
Total for construction	$	10,554.94
Average cost of construction per mile of road (63.2 miles)	$	167.00

Proportion of cost of construction for Iowa. All in Iowa.

COST OF EQUIPMENT.

	No.		
Locomotives	2	$	12,992.59
Passenger, mail and express cars	2		5,500.00
Freight and other cars	53		18,873.36
Wrecking cars, pile drivers and tools	1		328.40
Total for equipment		$	37,694.35
Average cost of road and equipment per mile (63.2 miles)		$	19,857.00

Proportion of cost of road and equipment for Iowa. All.

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Bridging and masonry	$	9,390.72
Land, land damages and fences		95.65
Passenger and freight stations, coal sheds and water stations.		1,012.98
Engine houses, car sheds and turntables		50.80
Total for construction	$	10,549.65

EQUIPMENT.

Passenger, mail, baggage and express cars	$	2,800.00
Total for equipment	$	2,800.00
Total expenditures charged to property accounts	$	13,349.65

GENERAL EXHIBIT.

Total earnings	$	72,201.87
Total expenses, including taxes		50,772.90
Net earnings		21,428.97
Rentals, specifying amount paid to each company. None.		
Interest accruing during the year		37,800.00
Interest paid during the year		37,800.00
Total income from all sources for the year	$	72,201.87

ANALYSIS OF EARNINGS.

Earnings, passenger:		
All passengers	$	12,272.83
Express and baggage		423.52
Mails		2,937.62
Total earnings, passenger department	$	15,633.97
Earnings, freight:		
Total earnings, freight department		54,124.18
Total transportation earnings		69,758.15
Earnings per mile of road operated (63.20 miles)	$ 1,142.42	
Rents received for use of road	None.	
Car mileage (credit balances)		1,481.93
Income from all other sources:		
Telegraph earnings		961.79
Total income from all sources	$	72,201.87
Proportion of income for Iowa	All.	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES.)

*Repairs of road-bed and track	$	15,863.64
Renewal of rails	None.	
Renewal of ties:		
(No. laid, 2,790. *Included in road-bed track.)		
Repairs of bridges, culverts and cattle-guards		1,810.48
Repairs of fences, road-crossing, and signs		14.57
Repairs of buildings, stations, and water-tanks		502.88
Total	$	18,191.57

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$	1,674.97
Repairs of passenger cars		258.47
Repairs of freight cars		776.75
Total	$	2,710.19

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	6,298.59
Mail service		199.50
Oil and waste		529.30
Locomotive service		3,480.28
Mixed train service, and supplies		2,743.64
Telegraph expenses (maintenance and operating)		302.73
Damage and loss of freight and baggage		127.80
Damages to property and cattle		820.48
Personal injuries	None.	
Bridge watchmen		213.79
Agents and station service		6,388.60
Trackage paid Illinois Central Railroad Company		551.88
Total	$	21,656.59

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	3,810.22
Legal expenses	None.	
Stationery and printing		374.96
Contingencies		275.49
Taxes in Iowa, 3,753.88; total taxes		3,753.88
Total	$	8,214.55

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	18,191.57
Maintenance of motive power and cars		2,710.19
Conducting transportation		21,656.59
General expenses, including taxes		8,214.55
Total operating expenses and taxes	$	50,772.90

Operating expenses and taxes per mile of road, $818.90.

Operating expenses and taxes per train mile run, for trains earning revenue (no data.)

Proportion of operating expenses and taxes for Iowa....All.

Expenses of running and management of passenger trains, mixed.

GENERAL RECAPITULATION.

Total income	$	72,201.87
Total expenses and taxes		50,772.90
Net income above expenses and taxes		21,428.97
Net deficit above operating expenses, taxes, interest		16,371.03

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS, DECEMBER 31, 1882.

DEBIT.

Road bed, etc.	$ 800,000.00
Real estate	1,294.67
Construction	420,075.05
Hampton elevator	2,605.18
Equipment	37,694.35
Telegraph construction	5,009.87
Material in store	11,529.66
Tax certificates (paid chiefly in stock)	5,651.14
Income account	4,937.97
Commercial National Bank	1,764.37
Total	$ 1,290,562.26

CREDIT.

Capital stock, preferred	$ 410,000.00
Capital stock, common	159,300.00
Construction bonds	630,000.00
Dubuque & Sioux City Railroad Company	43,814.16
Foreign ticket account	98.81
Tax aid and donations	46,779.29
Unpaid coupons	570.00
Total	$ 1,290,562.26

BALANCE SHEET IN CASE CLOSING ENTRIES WERE MADE TO JUNE 30, 1883.

DEBIT.

Road bed, etc.	$ 800,000.00
Real estate	1,294.67
Construction ($420,075.05, less $10,006.91, paid by Dubuque & Sioux City Railroad Company)	410,068.14
Hampton elevator	2,605.18
Equipment	37,694.85
Telegraph construction	5,609.37
Material in store	10,888.87
Tax certificates	5,851.14
Income account	14,633.22
Commercial National Bank	1,836.61
Total	$ 1,290,482.05

CREDIT.

Capital stock, preferred	$ 410,000.00
Capital stock, common	159,500.00
Construction bonds	630,000.00
Dubuque & Sioux City Railroad Company	42,817.38
Unpaid Coupons	570.00
Illinois Central Railroad Company	159.14
Foreign ticket account	3.72
Tax aid and donations	47,431.81
Total	$ 1,290,482.05

DESCRIPTION OF ROAD.

Length of main line of road from Sumner to Hampton, miles	63.20
Total length of road belonging to this company	63.20
Agregate length of sidings and other tracks not above enumerated	3.30
Aggregate length of track, computed as single track, exclusive of sidings	63.20
Total length of steel rails in tracks in Iowa, exclusive of sidings	31.16
Total length of iron rails in tracks in Iowa	32.04

(Weights per yard, steel, 45 pounds.)
(Weights per yard, iron, 50 pounds.)
Gauge of track, 4 feet, 8½ inches.

STATIONS.

Number of stations on all roads owned by this company	10
Number of stations on all roads operated by this company	10
Number of telegraph offices in stations in Iowa	10

EMPLOYES.

Number of persons regularly employed on all roads operated by this company, (exclusive of laborers)	90
Amount paid employes, including officials, on all roads operated by this company	$ 31,537.43

BRIDGES IN IOWA.

	No.	Aggregate length.
Wooden truss bridges under 100 feet in length	14	840
Wooden trestle and pile	78	11,312

BOX CULVERTS IN IOWA.

Timber	176

CATTLE GUARDS.

Number in Iowa..... 120

RENEWALS OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during tne year (feet B. M.) 280,171

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
2 miles east of Waverly, Cedar river..	7 spans straining beam	Pine	Aug. and Sept., 1882.	420
2 miles east of Waverly, Cedar river..	Pile, 2 bents.....	Pine	Aug. and Sept., 1882.	48
10 miles west of Waverly.....	Pile, 2 bents.....	Pine	Aug. and Sept., 1882.	16
13 miles west Waverly, Shell Rock river	Straining beam, 5 spans	Pine	Nov. and Dec., 1882.	300
West approach.....	Pile, 4 spans 4 bents...	Pine	Nov. and Dec., 1882.	64
26 miles west of Waverly.....	Pile, 3 bents.....	Pine	Nov. and Dec., 1882.	48
26 miles west Waverly, Boylan's creek	2 spans straining beam	Pine	Nov. and Dec., 1882.	60
East approach.....	2 bents trestle.....	Pine	Nov. and Dec., 1882.	32
West approach.....	15 bents pile.....	Pine	Oct., 1882.....	272
Total.....	.....	.....	.....	1,260

Give the average number of years the trestle and pile bridges last on your road in Iowa..... 9

Give the average number of years that wooden truss bridges last on your road in Iowa..... 9

ROAD-BED AND TRACK.

Number of track sections in Iowa..... 7

Average length of sections, miles..... 9

Average number of men in each section gang (including foreman)..... 4

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Illinois Central Railroad, at Waverly.

Burlington, Cedar Rapids & Northern Railroad, at Clarksville.

Number of highway crossings at grade..... 40

FENCING IN IOWA.

How many miles of fencing have you on your road? 8 miles.

Give the the number needed on both sides of your track in each county in Iowa:

In Bremer county..... 22.3 miles.

In Butler county..... 23.7 miles.

In Franklin county..... 9.2 miles.

Total..... 55.2 miles.

ROLLING STOCK.

	Owned.	Total.
Number of locomotives	2	2
Number of baggage, mail and express cars (one a combination)	2	2
Number of box freight cars	20	20
Number of stock cars	10	10
Number of platform cars	20	20
Number of other cars	3	3
Total	55	55

Average weight of locomotives and tender: 28 tons.
Number of locomotives equipped with train brake: None.
Kind of brake: Wheel brake.
Maximum weight of passenger cars: 20 tons.
Average weight of passenger cars: 20 tons.
Number of cars equipped with train brake; None.
Kind of brake: Wheel brake.
Number of passenger cars equipped with Miller platform and buffer. None.
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine 28 tons: 160 tons exclusive; 320 tons including weight of cars; 53 feet maximum grade.

MILEAGE, TRAFFIC, ETC.

Highest rate of fare per mile for any distance..... 3 cents.
Lowest rate of fare per mile for any distance..... 2 cents.
Average rate of fare per mile for all passengers..... 2¼ cents.

FREIGHT TRAFFIC.

Number of tons of local freight carried	45,289
Total tons of freight carried	45,289

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops: 20 miles.
Rate of speed of freight trains, including stops: 12 miles.

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	13,224	.26
Flour	564	.01
Provisions (beef, pork, lard, etc.)	4,470	.10
Animals	7,820	.18
Lumber and forest products	8,762	.22
Coal	2,235	.05
Plaster, lime, and cement	336	.05
Salt	336	.05
Petroleum and oil	144	.03
Iron, steel, and castings	144	.03
Stone and brick	810	.14
Manufactures—articles shipped from point of production	396	.01
Merchandise, and other articles not enumerated above	6,048	.14
Total tons carried	45,289	100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	13,224	.26
Flour	564	.01
Provisions (beef, pork, lard, etc.)	4,470	.10
Animals	7,820	.18
Lumber and forest products	8,762	.22
Coal	2,235	.05
Plaster, lime, and cement	336	.05
Salt	336	.05
Petroleum	144	.03
Iron, steel, and castings	144	.03
Stone and brick	810	.14
Manufactures—articles shipped from point of production	396	.01
Merchandise, and other articles not enumerated above	6,048	.14
Total tons carried	45,289	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot or at the office of such express company? American Express Company pays $30 per month for messenger,

and 12 cents per 100 for freight. General express business done; received and delivered at stations.

U. S. MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? $52.16 per mile per year.

What amount have you paid for receiving and delivering mail to and from stations on your road? $199.50.

TELEGRAPH.

How many miles of telegraph are owned by your company? 63.8.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own?

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—J. B. Dumont, New York.
Vice-President—G. H. Candee, New York.
Secretary—R. E. Graves, Dubuque.
Treasurer—C. H. Booth, Dubuque.
Manager—C. H. Booth, Dubuque.
Superintendent—A. C. Goodrich, Hampton.
Chief Engineer—A. C. Goodrich, Hampton.
Superintendent of Telegraph—H. T. Helgeson, Hampton.
Auditor—W. S. Couch, Dubuque.
General Passenger Agent—W. S. Couch, Dubuque.
General Freight Agent—S. H. Booth, Dubuque.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Jas. A. Roosevelt, New York.
Morris K. Jesup, New York.
J. B. Dumont, New York.
Mason Thompson, New York.
H. L. Stout, Dubuque.
C. H. Booth, Dubuque.
Rufus E. Graves, Dubuque.

Date of annual meeting of stockholders, first Tuesday in April.
Fiscal year of company ends December 31st.
General offices of the company are located at Dubuque, Iowa.

STATE OF IOWA, }
COUNTY OF DUBUQUE. } ss.

C. H. Booth, Manager, and W. S. Couch, Auditor, of the Dubuque & Dakota Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed),

C. H. BOOTH,
W. S. COUCH.

Subscribed and sworn to before me, this 24th day of August, A. D. 1883.

[SEAL.] ED. W. DUNCAN,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 29th day of August, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

HUMESTON & SHENANDOAH RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association....	$ 4,000,000.00	
Amount authorized by vote of the company.....	4,026,000.00	
Amount issued, number of shares, 40,260; amount paid in.....		$ 4,026,000.00
Amount of common stock issued		4,026,000.00
Total amount paid in as per books of the company.....		$ 4,026,000.00
Amount of stock per mile of road.....	$ 35,778.07	
Amount of stock representing the road in Iowa.	All.	
Amount of stock held in Iowa.....	2,013,000.00	
Total number of stockholders.....	6	
Number of stockholders in Iowa.....	3	

DEBT.

Funded debt as follows:		
2684 bonds, due January 1, 1913, rate of interest, 7 per cent..		$ 2,684,000.00
Interest paid on same during the year.....	None	
Total funded debt		$ 2,684,000.00
Total amount of debt liabilities		$ 2,684,000.00
Amount of debt per mile of road.....	$ 23,852.06	
Total amount of stock and debt.....	6,710,000.00	
Amount of stock and debt per mile of road	59,630.13	

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY).

Grading		$ 826,741.87
Bridging and masonry		279,820.65
Superstructure, including rails		905,841.75
Land, land damages, and fences		89,076.90
Passenger and freight stations, coal sheds and water stations		57,512.17
Engine houses, car sheds and turntables		19,952.49
Machine shops, including machinery and tools		2,572.68
Engineering, agencies, salaries, and other expenses during construction		58,079.80
All other items charged to construction not enumerated above		12,183.37
Total expended for construction		$ 2,251,781.68

Average cost of construction per mile of road (112.527 miles) ..... $ 20,011.03

Proportion of cost of construction for Iowa ..... All.

Construction accounts not yet complete. Interest on construction funds and several other small items to be added.

COST OF EQUIPMENT.

Locomotives		$ 220,196.14
Passenger, mail, baggage, and express cars		19,643.10
Freight and other cars		47,781.71
Total for equipment		$ 287,620.95

Average cost of equipment per mile of road operated by company (112.527 miles) ..... $ 2,556.02

Proportion of cost of equipment for Iowa .... All.

Total cost of road and equipment	$ 2,539,402.63

Average cost of road and equipment per mile (112.527 miles) ..... $ 22,567.05

Proportion of cost of road and equipment for Iowa ..... All.

Construction and equipment accounts not yet complete.

GENERAL EXHIBIT.

Total earnings		$ 143,879.63
Total expenses, including taxes		116,377.39
Net earnings		27,502.24
Rentals, specifying amount paid to each company		4,275.48
Missouri, Iowa & Nebraska Railway Company, Wabash, St. Louis & Pacific Railway Company, lessee, for line from Humeston to Van Wert, for which Humeston & Shenandoah Railroad Company holds bond for a deed.		
Interest accruing during the year:		
Missouri, Iowa & Nebraska Railway Co.	$ 8,550.96	
Bonded debt	93,940.00	
		102,490.96
Interest paid during the year		4,275.48
Interest on funded debt		93,940.00
Interest paid on funded debt	None.	
Dividends declared	None.	
Deficit for the year	$ 74,988.72	
Interest falling due during the year and not paid		98,215.48
Balance at commencement of the year		326.54
Deficit at the close of the year, June 30, 1883	$ 74,662.18	
Income from other sources than earnings		231.17
Total income from all sources for the year		$ 143,879.63

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 16,086.99	
From through passengers	1,473.50	
From all passengers		$ 17,560.49
From express and baggage		1,770.24
From mails, (covers earnings April 1, 1881, to April 1, 1883).		1,845.22
Total earnings, passenger department		$ 21,175.95
Earnings per train mile run (36,387 miles)	$ .58	
Earnings, freight:		
From local	$41,480.27	
From through	80,992.24	
Total earnings, freight department		$ 122,472.51
Earnings per train mile run (117,884 miles)	$ 1.04	
Total transportation earnings		$ 143,648.46

Earnings per train mile run, from all trains earning revenue (154,271 miles)	$ .93		
Earnings per mile of road operated (112.527 miles)		1,278.62	
Car mileage (credited to earnings)			
Income from all other sources:			
Telegraph earnings	$	158.07	
New agency		73.10	231.17
Total income from all sources			$ 143,879.63

Proportion of income for Iowa.....All.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 36,278.54
Repairs of bridges, including culverts and cattle-guards	2,385.47
Repairs of fences, road-crossings, and signs	13.75
Repairs of buildings, stations, and water-tanks	932.77
Total	$ 39,610.53

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 5,196.83
Repairs of passenger cars	179.76
Repairs of freight cars	4,677.24
Total	$ 10,053.83

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$ 13,573.04
Water supply	2,540.91
Oil and waste	1,081.97
Locomotive service	13,944.15
Passenger train service	2,334.96
Passenger train supplies	321.05
Freight train service	8,206.43
Freight train supplies	1,605.26
Mileage of freight cars (debited earnings)	
Telegraph expenses (maintenance and operating)	10.10
Damage and loss of freight and baggage	383.22
Damages to property and cattle	1,659.95
Personal injuries	202.50
Agents and station service	7,870.42
Station supplies	2,620.04
Total	$ 56,354.00

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 7,980.17
Legal expenses		300.00
Insurance		15.00
Contingencies		762.12
Taxes in Iowa	All.	
Total taxes		1,301.74
Total		$ 10,359.03

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$ 39,610.53
Maintenance of motive power and cars		10,053.83
Conducting transportation		56,354.00
General expenses, including taxes		10,359.03
Total operating expenses and taxes		$ 116,377.39
Operating expenses and taxes per mile of road	$ 1,034.22	
Operating expenses and taxes per train mile run, for trains earning revenue (154,271 miles), cents	.75	
Proportion of operating expenses and taxes for Iowa	All.	
Expenses of running and management of passenger trains		8,115.01
Expenses of running and management of passenger trains, per train mile, (36,387 miles), cents	22.3	
Expenses of running and management of freight trains		35,492.76
Expenses of running and management of freight trains, per train mile (117,884 miles), cents	30.1	
Expenses of running and management of all trains earning revenue		43,607.77
Percentage of expenses to income	80.88	

GENERAL RECAPITULATION.

Total income		$ 144,879.63
Total operating expenses and taxes		116,377.39
Net income above operating expenses and taxes		27,502.24
Net deficit below operating expenses, taxes, interest, and rental		74,988.72
Gross income per train mile run (154,271 miles)	$ .9325	
Net income per train mile run (154,271 miles)	.1780	
Percentage of net income to stock and debt	.0041	
Percentage of net income to cost of road and equipment	.0188	

(Construction accounts not yet complete.)

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year	$ 326.54
Deficit at the close of the year	74,662.18
The amount invested in railroad stocks	
Amount absorbed in construction	2,539,402.63
Amount in material and balances from other roads	10,269.21

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Net earnings from last year	326.54
Construction and equipment funds, C., B. & Q. R. R. Co.	1,272,867.70
Construction and equipment fuuds, W., St. L. & P. R'y Co.	1,272,867.70
Revenue accounts, earnings for this year	143,879.63
Unclaimed wages	215.72
Pay rolls and vouchers for June	28,133.28
Total	$ 2,718,290,57

(Construction and equipmenent accounts not yet complete. Interest on construction funds still to be charged, together with other small items.)

CREDIT.

Construction accounts		$ 2,251,781.68
Equipment accounts		287,620.95
Material and supply accounts		6,502.15
Operation accounts, this year		116,377.39
Interest accounts		4,277.38
C., B. & Q. R. R. Co., bills receivable	$ 3,684.13	
W., St. L. & P, R'y Co., bills receivable	82.93	
		3,767.06
Balance cash on hand		47,963.96
Total		$ 2,718,290.57

DESCRIPTION OF ROAD.

Length of main line of road from Humeston to Shenandoah, Iowa	112.527
Total length of road belonging to this company	112.527
Aggaegate length of sidings and other tracks not above enumerated	7.200
Aggregate length of track, computed as single track, exclusive of sidings	112.527

Same in Iowa..... All.
Total length of steel rails in tracks in Iowa, exclusive of sidings..... None.
Total length of iron rails in tracks in Iowa, exclusive of sidings..... All.
Weights per yard, iron, 56 pounds.
Gauge of track, 4 ft. 8½ in.

If any part of the road was first opened for operation during the past year, state the date:
Dec. 17, 1882, Grand River to Shenandoah, miles 84.6
Total miles road operated by this company in Iowa..... 112,527

STATIONS.

Number of stations on all roads owned by this company.....	20
Number of stations on all roads operated by this company....	20
Number of telegraph offices in stations in Iowa	15

EMPLOYES.

Number of persons regularly employed on all roads operated by this company.....	157½
Amount paid employes, including officials, on all roads operated by this company.....$	86,877 43
Same in Iowa.....	All

BRIDGES IN IOWA.

	Number.	Aggregate Length.
Combination bridges over 100 feet in length.....	6	700
Combination bridges under 100 feet in length.....	11	650
Wooden trestle and pile.....	166	23,714

BOX CULVERTS IN IOWA.

Timber	174

CATTLE-GUARDS.

Number of in Iowa.....	287

ROAD-BED AND TRACK.

Number of track sections in Iowa.....	19
Average length of sections.....	5.90
Average number of men in each section gang	4½

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Clarinda Branch of Chicago, Burlington & Quincy Railroad at Clarinda, Page county.

Des Moines, Osceola & Southern Railroad at Van Wert, Decatur county.

What railroads cross your road, under, and at what locality?

Creston & Hopkins branch of C., B. & Q. R. R., about three miles north of Conway, Taylor county.

Number of highway crossings at grade	111
Number of highway crossings over railroad	5
Number of highway crossings under railroad	12
Number of highway bridges 18 feet above track	5
Number of highway bridges less than 18 feet above track	None.

FENCING IN IOWA.

How many miles of fencing have you on your road in Iowa	20.50
What is the average cost per rod	$ .73
What is the total cost of same	$ 4,788.80
How many miles of new fencing have you built during the year	20.50
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Wayne county	4.75
In Decatur county	53.50
In Ringgold county	54
In Taylor county	51.25
In Page county	42
Total miles	205.50

ROLLING STOCK.

	Owned.	Total.
Number of locomotives	18	18
Number of passenger cars	2	2
Number of baggage, mail and express cars	2	2
Number of box freight cars	16	16
Number of stock cars	16	16
Number of platform cars	28	28
Number of coal cars	12	12
Number of other cars—caboose	4	4
Total	80	80

Maximum weight of locomotives and tenders, tons	38
Average weight of locomotives and tenders, tons	36¼
Number of locomotives equipped with train brake	7
Kind of brake, Westinghouse automatic.	
Maximum weight of passenger cars, tons	20
Average weight of passenger cars, tons	20
Number of cars equipped with train brake	4
Kind of brake, Westinghouse automatic.	
Number of passenger cars equipped with Miller platform and buffer	4
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine 38 tons; tons	240

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	36,387
Miles run by freight trains during the year	117,884
Miles run by switching trains during the year	7,960
Miles run by other trains during the year	18,800
Total train mileage	181,031

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	2
Average weight of passenger trains, exclusive of passengers, tons	75
Average number of cars in freight trains	9.58
Average weight of freight trains, exclusive of freight, tons	134

PASSENGER TRAFFIC.

Number of through passengers carried	445
Number of local passengers carried	21,500
Total number of passengers carried	21,945
Total passenger mileage, or passengers carried one mile	603,409
Average distance traveled by each passenger, miles	27.5
Average amount received from each passenger $	.80
Highest rate of fare per mile for any distance, cents	3
Lowest rate of fare per mile for any distance, cents	2
Average rate of fare per mile for all passengers, cents	2.91

FREIGHT TRAFFIC.

Number of tons of through freight carried	80,143
Number of tons of local freight carried	32,469
Total tons of freight carried	112,612
Total mileage of through freight (tons carried one mile)	8,998,810
Total mileage of local freight (tons carried one mile)	1,822,495
Total freight mileage, or tons carried one mile	10,821,305
Average rate per ton per mile received for through freight, cents	.09
Average rate per ton per mile received for local freight, cents	2.33
Average rate per ton per mile received for all freight, cents	1.14
Average rate per ton per mile received from freight to and from other roads, cents	.09
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa. (This should not include fuel or any material for the use of the road), per cent.	28.8

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	491,798
Number of miles run by loaded freight cars west and north	470,910
Number of miles run by empty freight cars east and south	101,212
Number of miles run by empty freight cars west and north	93,596
Total freight car mileage	1,157,516
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	17.1
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	16.5

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	20
Rate of speed of freight trains, including stops, miles per hour	9.5

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	6,222	19.2
Flour	1,120	3.4
Provisions (beef, pork, lard, etc.)	29	.1
Animals	4,920	15.2
Other agricultural products	145	.4
Lumber and forest products	12,217	37.6
Coal	5,361	16.5
Plaster, lime, and cement	226	.7
Salt	197	.7
Petroleum and oil	137	.4
Iron, steel, and castings	86	.2
Stone and brick	756	2.3
Manufactures, articles shipped from point of production	30	.1
Merchandise, and other articles not enumerated above	1,023	3.2
Total tons carried	32,469	100

Of through freight hauled for other companies we cannot give distribution of tonnage, tons..... 80,143.

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot or at the office of such express company? American Express Company. Business is handled by agents of the express company from depots of H. & S. R. R. Co. It consists of fish, fruits, perishable articles, small valuables, and money packages. Express company pays railroad company a sum for hauling equal to one and a half times first-class rates on business done.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? $42.75 per mile of road per annum, carried on one train each way daily, except Sundays. Railroad company delivers mail to post-offices within eighty rods of depots.

What amount have you paid for receiving and delivering mail to and from stations on your road? $348.03.

TELEGRAPH.

How many miles of telegraph are owned by your company? 96.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? None.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1883. February 10	Thos. J. Kelter	Shenandoah yard	Thrown from top of freight car by collision of two freight trains at entrance of the yard.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	INJURED.		
	Passengers.	Employes.	Others.
Collisions	.....	1	.....
Total	.....	1	.....

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year.....None.
Number of persons injured during the year..... 1
Number of casualties purely accidental during the entire year..... 1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Jas. F. How, St. Louis, Mo.
Secretary—F. O. Wyatt, Clarinda, Iowa.
Treasurer—W. W. Baldwin, Burlington, Iowa.
General Manager—F. O. Wyatt, Clarinda, Iowa.
General Superintendent—C. H. Warren, Clarinda, Iowa.
Superintendent of Telegraph—C. H. Warren, Clarinda, Iowa.
Auditor and Assistant Treasurer—J. H. Ells, Clarinda, Iowa.
General Passenger and Freight Agent—C. H. Warren, Clarinda, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

W. W. Baldwin, Burlington, Iowa.
T. S. Howland, Burlington, Iowa.
H. B. Scott, Burlington, Iowa.
Jas. F. How, St. Louis, Mo.
Robert Andrew, St. Louis, Mo.
C. L. Rising, Chicago, Ill.

Date of annual meeting of stockholders, second Wednesday of April.
Fiscal year of company ends, December 31st.
General offices of the company are located at Clarinda, Iowa.

STATE OF IOWA, }
COUNTY OF PAGE. } ss.

F. O. Wyatt, General Manager of the Humeston & Shenandoah Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a

true, full and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of his knowledge and belief.

Signed, F. O. WYATT,
General Manager.

Subscribed and sworn to before me, this 1st day of September, A. D. 1883.

[L. S.] W. W. MORSEMAN,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 3d day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

ILLINOIS CENTRAL RAILROAD COMPANY,

LESSEE OF THE DUBUQUE & SIOUX CITY, IOWA FALLS & SIOUX CITY, CEDAR FALLS & MINNESOTA RAILROADS.

FOR THE YEAR ENDING JUNE, 30, 1883.

GENERAL EXHIBIT.

Total earnings		$ 1,962,095.07
Total expenses, including taxes		1,112,638.55
Net earnings		849,456.52
Rentals, specifying amount paid to each company		770,734.24
Dubuque & Sioux City Railroad	$ 386,560.27	
Iowa Falls & Sioux City Railroad	270,853.97	
Cedar Falls & Minnesota Railroad	113,370.00	

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 447,765.17	
From through passengers	134,490.89	
From all passengers		$ 582,256.06
From express and baggage		21,127.50
From mails		45,163.05
From other sources, passenger department		1,525.08
Total earnings, passenger department		$ 650,071.69
Earnings per train mile run	$ 1.51	
Earnings, freight:		
From local	$ 672,481.26	
From through	617,770.54	
From other sources, freight department	2,976.20	
Total earnings, freight department		$ 1,293,228.00
Earnings per train mile run	$ 1.37	
Total transportation earnings		1,943,299.69
Earnings per train mile run, from all trains earning revenue	$ 1.41	
Earnings per mile of road operated (402.16 miles)	4,832.15	
Proportion of earnings for Iowa	1,943,299.69	
Rents received for use of road		18,541.50
Rents received for use of stations, etc		253.88
Total income from all sources		$ 1,962,095 07
Proportion of income for Iowa	$ 1,962,095.07	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 161,766.99
Renewal of rails	48,360.52
(No. tons laid, steel—3,079.31).	
(No. tons laid, iron—363.06).	
Renewal of ties	33,233.79
(No. laid, 100,310).	
Repairs of bridges, including culverts and cattle-guards	26,927.52
Repairs of fences, road-crossings and signs	5,003.99
Repairs of buildings, stations and water-tanks	11,995.69
Total	$ 287,288.50

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$	58,217.47
Repairs of passenger cars		31,360.25
Repairs of freight cars		52,626.99
Total	$	142,204.71

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	131,576.41
Water supply		11,914.58
Oil and waste		6,423.69
Locomotive service		97,942.61
Passenger train service		27,078.60
Passenger train supplies		10,422.64
Freight train service		53,617.94
Freight train supplies		12,515.72
Mileage of freight cars (debit balance)		16,952.65
Telegraph expenses (maintenance and operating)		17,859.11
Damage and loss of freight and baggage		1,739.19
Damages to property and cattle		5,902.76
Personal injuries		3,824.25
Agents and station service		90,302.64
Station supplies		11,605.12
Total	$	499,677.91

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks			$	55,106.98
Legal expenses				16,502.21
Insurance				5,700.78
Outside agencies and advertising				10,931.55
Contingencies				28,525.93
Taxes in Iowa	$ 66,700.03			
Taxes in other States		Total taxes		66,700.03
Total			$	183,467.43

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$ 287,288.50
Maintenance of motive power and cars		142,204.71
Conducting transportation		499,677.91
General expenses, including taxes		183,467.43
Total operating expenses and taxes		$ 1,112,638.55
Operating expenses and taxes per mile of road (402.16 miles)	$ 2,766.65	
Operating expenses and taxes per train mile run, for trains earning revenue	.81	
Proportion of operating expenses and taxes for Iowa		$ *1,112,638.55
Expenses of running and management of all trains earning revenue		539,974.86
Percentage of expenses to income	.57	

GENERAL RECAPITULATION.

Total income		$ 1,962,095.07
Total operating expenses and taxes		1,112,638.55
Net income above operating expenses and taxes		849,456.52
Net income above operating expenses, taxes, interest and rental		78,672.28
Gross income per train mile run (1,378,024 miles)	$ 1.42	
Net income per train mile run (1,378,024 miles)	.61	

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

DESCRIPTION OF ROAD.

Lengtn of main line of road from Dubuque to Sioux City and Cedar Falls and Minnesota Junction to Mona, in Iowa		402.16
Aggregate length of sidings and other tracks not above enumerated		43.34
Aggregate length of track, computed as single track, exclusive of sidings in Iowa		402.16
Total length of steel rails in tracks in Iowa, exclusive of sidings	100.938	
Total length of iron rails in tracks in Iowa, exclusive of sidings	301.222	

(Weights per yard, steel, 60 pounds.)
(Weights per yard, iron, 42 to 61 pounds.)
Gauge of track, 4 feet 8½ inches.

*In addition to above we charge $40,854.00 for use of engines and cars loaned the Iowa lines.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:	
Dubuque & Sioux City	142.89
Iowa Falls & Sioux City	183.69
Cedar Falls & Minnesota	75.58
Total length of above roads in Iowa	402.16
Total miles road operated by this company in Iowa	402.16

STATIONS.

Number of stations on all roads operated by this company	328
Same in Iowa	59
Number of telegraph offices in stations in Iowa	47

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	8,209
Same in Iowa	1,171
Amount paid employes, including officials, on all roads operated by this company	$ 4,678,700.22
Same in Iowa	617,522.38

BRIDGES IN IOWA.

	No.	Aggregate Length.
Wooden truss bridges over 100 feet in length	24	3,452
Iron bridges over 100 feet in length	1	110
Wooden truss bridges under 100 feet in length	29	4,930
Wooden trestle and pile	623	51,394

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 20 feet opening or more	1	..
Less than 20 feet opening	17	169

BOX CULVERTS IN IOWA.

Timber	20	71
Stone	143	384.75

CATTLE-GUARDS.

Number in Iowa	390

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)		125
Timber culverts replaced with timber	1	14

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
Cherokee	Howe Truss	Wood	Aug. 1882	163
Total				163

ROAD-BED AND TRACK.

Number of track sections in Iowa	65
Average length of sections, miles	6.18
Average number of men in each section gang	5
Number of new ties laid in track during the year in Iowa	100,310
Average number of new ties per mile of road (laid during the year)	249
New rails laid in track during the year in Iowa—iron, 363.06 tons.	
New rails laid in track during the year in Iowa—steel, 3,079.31 tons.	
Total track laid with new rails during the year in Iowa, miles.	64.408

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Burlington, Cedar Rapids & Northern R'y, west of Independence.
Burlington, Cedar Rapids & Northern R'y, west of Cedar Falls.
Central Iowa R'y, at Ackley.
Burlington, Cedar Rapids & Northern R'y, east of Iowa Falls.
Chicago & Northwestern R'y, west of Webster City.
Minneapolis & St. Louis R'y, at Fort Dodge.
Des Moines & Fort Dodge R. R., at Tara.
Chicago, St. Paul, Minneapolis & Omaha R'y, at Sioux City.
Sioux City & Pacific R. R., at Sioux City.
Dubuque & Dakota R. R., north of Waverly.
Chicago, Milwaukee & St. Paul R'y, south of Charles City.

What railroads cross your road, either over or under, and at what locality?

Chicago, Milwaukee & St. Paul Railway, at Delaware.

Number of highway crossings at grade	411
Number of highway crossings at which there are flagmen	9
Number of highway crossings over railroad	3
Number of highway crossings under railroad	8
Number of highway bridges 18 feet above track	3
Number of highway bridges less than 18 feet above track	None.

FENCING IN IOWA.

How many miles of fencing have you on your road	372.94
What is the average cost per rod, cents	85
What is the total cost of same	$ 54,302.44
How many miles of new fencing have you built during the year	28.259
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Black Hawk county	9.88
In Grundy county	.34
In Butler county	18.69
In Franklin county	.61
In Hamilton county	19.90
In Webster county	17.06
In Calhoun county	23.31
In Pocahontas county	16.93
In Buena Vista county	44.81
In Cherokee county	45.00
In Plymouth county	59.76
In Woodbury county	2.05
In Bremer county	18.06
In Chickasaw county	7.97
In Floyd county	31.01
In Mitchell county	27.60
Total	342.98

ROLLING STOCK.

	Leased.	Owned.	Total.
Number of locomotives	16	36	52
Number of passenger cars	9	9	18
Number of mail, baggage, and express cars	5	9	14
Number of parlor and sleeping cars		3	3
Number of box freight cars Number of stock cars Number of platform cars Number of coal cars Number of other cars	206	1,306	1,512
Total	220	1,327	1,547

Maximum weight of locomotives and tenders, tons	67
Average weight of locomotives and tenders, tons	55
Number of locomotives equipped with train brake	14
Kind of brake, Westinghouse.	
Maximum weight of passenger cars, tons	25
Average weight of passenger cars, tons	21
Number of cars equipped with train brake	36
Kind of brake, Westinghouse.	
Number of passenger cars equipped with Miller platform and buffer	18
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine 30 tons 140	

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	431,423
Miles run by freight trains during the year	946,601
Miles run by switching trains during the year	171,412
Miles run by other trains during the year	58,924
Total train mileage	1,608,360

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	4.12
Average weight of passenger trains, exclusive of passengers, tons	140
Average number of cars in freight trains	11.9
Average weight of freight trains, exclusive of freight, tons	170

PASSENGER TRAFFIC.

Number of through passengers carried	43,736
Number of local passengers carried	316,881
Total number of passengers carried	360,617
Total passenger mileage, or passengers carried one mile	19,604,581
Average distance traveled by each passenger	54.36
Average amount received from each passenger	$ 1.61
Average rate of fare per mile for all passengers, cents	2.97

FREIGHT TRAFFIC.

Number of tons of through freight carried	319,742
Number of tons of local freight carried	309,403
Total tons of freight carried	629.145
Total freight mileage, or tons carried one mile	80,035,200

Average rate per ton per mile received for all freight, cents...	1.60
Average rate per ton per mile received from freight to and from other roads, cents.....	1.20
Percentage of freight originating at, and carried to, stations in Iowa to total freight carried in Iowa, cents..... .30	

CAR MILEAGE.

Number of miles run by loaded freight cars east and south ...	10,245,637
Number of miles run by loaded freight cars in work train.....	413,116
Number of miles run by empty freight cars.....	2,993,094
Total freight car mileage.....	13,238,731
Percentage of empty freight cars hauled to all freight cars hauled..... 22.6	

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles.....	22
Rate of speed of freight trains, including stops, miles.....	11

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain.....	111,494	17.7
Flour.....	10,612	1.6
Provisions (beef, pork, lard, etc.).....	3,439	0.6
Animals.....	78,547	12.5
Other agricultural products.....	23,640	3.8
Lumber and forest products.....	83,202	13.2
Coal.....	138,687	22.0
Salt.....	8,681	1.4
Oil of all kinds.....	6,767	1.1
Manufactures—articles shipped from point of production...	8,651	1.4
Merchandise, and other articles not enumerated above.....	155,425	24.7
Total tons carried.....	629,145	100

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE AT DUBUQUE, IOWA, FOR THE YEAR ENDING JUNE 30, 1883.

West bound number of tons.....	142,436
East bound number of tons.....	177,306
Total tons.....	319,742

TONNAGE CROSSING THE MISSOURI RIVER AT ————, IOWA, FOR THE YEAR ENDING JUNE 30, 1883.

East bound number of tons.....	183,463
West bound number of tons.....	108,375
Total tons.....	291,838

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company. We receive about $20,000.00 per annum. Articles usually transported by express companies. They handle the freight and the railroad company furnishes the cars.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Sleeping-cars. Some owned by the Pullman Palace Car Company; others by this company. The usual charge for sleeping-car accommodations.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. We pay the usual mileage for Pullman sleeping-cars. That company gets the receipts of their own cars.

U. S. MAIL IN IOWA.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service? $45,163.05 for year ending June 30th, 1883.

What amount have you paid for receiving and delivering mail to and from stations on your yoad?

TELEGRAPH.

What company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union; 402.16 miles.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882.			
August 10	Alba Davis, yard switchman	Waterloo	Coupling freight cars; purely accidental.
August 28	John Howe, citizen	Fonda	Fell off caboose car; carelessness.
October 15	John Heffner, citizen	Pomeroy	Climbing on moving freight train; trespasser.
December 14	Frank Sheuzer, drover	Winthrop	Walking over top of moving freight train; purely accidental.
1883.			
February 22	I. E. Nutter, brakeman	Independence	Coupling on slippery ground; purely accidental.
May 26	Thomas Davis, citizen	Barnum	Lying too close to track; trespasser.
June 21	E. L. Wellman, brakeman	Manchester	Coupling freight cars; want of caution.
June 26	Dan Lyon, laborer	Independence	Climbing on moving train; want of caution.

INJURED.

1882.			
July	E. S. Hart, yard master	Le Mars	Coupling freight cars; accidental.
August 4	Wm. Treat, brakeman	Charles City	Fell off ladder; accidental.
August 5	John McDonald, foreman	Dubuque	Climbing on moving engine; want of caution.
August 18	L. V. Gumerson, brakeman	Cedar Falls	Collision on railroad crossing; carelessness.
August 21	W. I. Lawrence, yard master	Le Mars	Coupling freight cars; accidental.
Septemb'r 14	Ole Johnson, citizen	Mona	Highway collision; carelessness.
Septemb'r 19	Wm. Fallen, stock drover	Jessup	Car truck broke down; accidental.
October 4	L. H. Young, fireman	Waterloo	Struck by iron; accidental.
October 29	P. Gilday, brakeman	Cherokee	Coupling cars; accidental.
November 17	Leo Bellanny, boy, 10 years	Iowa Falls	Climbing over freight trains; want of caution.
November 21	P. McMill, passenger	Masonville	Jumping off moving train; want of caution.
December 13	F. B. Hally, brakeman	Le Mars	Uncoupling engine; accidental.
December 29	H. B. Babcock, yard switchman	Dubuque	Coupling engine; accidental.
1883.			
January 16	F. Babcock, brakeman	Webster City	Switching engine; accidental.
January 23	Eugene Redmond, yard switchman	Waterloo	Coupling engine; accidental.

January	27	Harry Arlington, brakeman.	Waterloo	Coupling ; accidental.
March	7	T. Downey	Alta	Coupling cars ; accidental.
March	20	Wm. Sterne, section man	Fort Dodge	Asleep on track when drunk ; ca
March	21	Lu Coy, yard switchman	Le Mars	Coupling ; accidental.
March	13	Geo. Smith, stockman	Delaware	Riding on freight car ; accidental.
April	20	C. G. Trask, brakeman	Manchester	Coupling ; accidental.
April	24	John Mangin, boy, 14 years	Sioux City	Climbing on train ; want of caution.
May	16	H. M. Jarner, yard switchman	Dubuque	Coupling ; accidental.
May	21	John Morgan, train boy	Dubuque	Jumping from car to ca
June	2	Roe Mack, citizen	Waterloo	Stealing a ride ; trespasser:
June	5	I. W. Johnson, brakeman	Earlville	Coupling ; accidental.
June	7	O. Kerne, laborer	Dubuque	Coupling ; carelessness.
June	16	L. E. Hurlbut, citizen	Fort Dodge	Engine backed too hard ; carelessness.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Derailment	....	....	....	....	....	1
Collisions	....	....	....	....	1	....
Coupling cars	....	3	....	....	14	....
Falling from trains	....	....	2	....	1	....
Getting on and off trains	....	1	1	1	2	2
Highway crossings	....	....	....	....	....	1
Miscellaneous	....	....	1	....	2	2
Stealing rides	....	....	....	....	....	1
Total	....	4	4	1	20	7

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	8
Number of persons injured during the year	28
Number of casualities purely accidental during the entire year	20
Number resulting from lack of caution, carelessness, or misconduct	16
Number of persons killed, 2; injured, 6; while intoxicated	8
Number of trespassers on track killed or injured	6
Number of tramps or others stealing rides killed or injured	3

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

W. K. Ackerman, First Vice-President, J. C. Welling, General Auditor, of the Illinois Central Railroad Company, lessee of Dubuque & Sioux City, Iowa Falls & Sioux City, Cedar Falls & Minnesota Railroads, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed) W. K. ACKERMAN,
J. C. WELLING.

Subscribed and sworn to before me, this 30th day of August, A. D. 1883.

JOHN DUNN,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads this 31st day of August, A D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CEDAR FALLS & MINNESOTA RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association....	$ 2,550,000.00	
Amount authorized by vote of the company.....	1,586,500.00	
Amount issued, number of shares 15,865, amount paid in.....		$ 1,586,500.00
Amount of common stock issued. All common.		
Total amount paid in as per books of the company.....		$ 1,586,500.00
Amount of stock per mile of road.....	$ 20,991.00	
Amount of stock representing the road in Iowa..	All.	
Amount of stock held in Iowa. None.		
Total number of stockholders.....	84	
Number of stockholders in Iowa. None.		

DEBT.

Funded debt as follows:		
Bonds due 1884, rate of interest 7 per cent.....		$ 210,000.00
Interest paid on same during the year.....	$ 14,700.00	
Bonds due 1907, rate of interest 7 per cent.....		1,377,000.00
Interest paid on same during the year.....	$ 96,390.00	
Total amount of funded debt....		$ 1,587,000.00
Total amount of debt liabilities.....		$ 1,587,000.00
Amount of debt per mile of road.....	$ 20,997.62	
Total amount of stock and debt.....		$ 3,173,500.00
Amount of stock and debt per mile of road.....	$ 41,988.62	

COST OF ROAD AND EQUIPMENT.

Total expended for construction	$ 3,173,500.00
Average cost of construction per mile (75.58 miles)	$ 41,988.62
Proportion of cost of for Iowa, all in Iowa	

The Cedar Falls & Minnesota Railroad is leased and operated by the Illinois Central Railroad, who can show operating expenses and earnings.

GENERAL EXHIBIT.

Total earnings (fixed rental $1500 per mile)	$ 113,370.00
Total expenses, including taxes	1,900.31
Net earnings	111,469.69
Interest on funded debt	111,090.00
Interest paid on funded debt	111,090.00

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS DECEMBER 31, 1882.

DEBIT.

Construction	$ 3,173,500.00
Central Trust Company, New York	18,585.06
Sinking fund	8,811.62
Lands and lots	2,542.19
Minnesota & Southwestern Railroad stock	1,580.00
Cash with agents in New York to pay coupons January, 1883	41,144.33
	$ 3,246,163.20

CREDIT.

Capital stock	$ 1,586,500.00
Bonds	1,472,500.00
Bonds in sinking fund, Central Trust Company, trustee	100,500.00
Bonds in sinking fund, in agents hands, New York	14,000.00
Cash in sinking fund, Central Trust Company, trustee	18,585.00
Coupons, two months interest on $210,000, bonds not due, credited in 1871	2,450.00
Donations at time of construction	3,433.14
Income	48,195.00
	$ 3,246,163.20

BALANCE SHEET IN CASE ACCOUNTS WERE CLOSED JUNE 30, 1883.

DEBIT.

Construction	$ 3,173,500.00
Central Trust Company, New York	18.585.06
Sinking fund	8,321.62
Lands and lots	2,570.50
Cash with agent in New York to pay coupons July 1, 1883	43,165.20
Commercial National Bank	20.82
	$ 3,246,163.20

CREDIT.

Capital stock	$ 1,586,500.00
Bonds	1,472,500.00
Bands in sinking fund, Central Trust Company, trustee	100,500.00
Bonds in sinking fund, in agents hands, New York	14,000.00
Cash in sinking fund, Central Trust Company, trustee	18,585.06
Coupons, two months interest on $210,000, bonds not due, credited in 1871	2,450.00
Donations	3,433.14
Income account	48,195.00
	$ 3,246,163.20

DESCRIPTION OF ROAD.

Length main line of road from Cedar Falls Junction to Mona, Iowa, miles	75.58

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Jno. S. Kennedy, New York City.
Secretary—C. H. Booth, Dubuque.
Treasurer—C. H. Booth, Dubuque.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Jno. S. Kennedy, 63 Williams street, New York.
D. Willis James, New York City.
J. Kennedy Tod, New York City.
O. H. Northcote, New York City.
Jas. A. Roosevelt, New York City.

Date of annual meeting of stockholders, second Monday in April.
Fiscal year of company ends December 31st.
General offices of the company are located at Dubuque, Iowa.

STATE OF IOWA, }
COUNTY OF DUBUQUE. } ss.

C. H. Booth, Secretary and Treasurer of the Cedar Falls & Minnesota Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of his knowledge and belief.

(Signed),

C. H. BOOTH.

Subscribed and sworn to before me, this 24th day of August, A. D. 1883.

[L. S.] E. W. DUNCAN,

Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 25th day of September, A. D. 1883.

E. G. MORGAN,

Secretary of Board of Railroad Commissioners.

REPORT

OF THE

DUBUQUE & SIOUX CITY RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association....	$ 6,000,000.00	
Amount authorized by vote of the company.....	5,000,000.00	
Amount issued, number of shares, 49,994; amount paid in.....		$ 4,999,400.00
Amount paid on shares not issued, number of shares, scrip ...		550.63
Total amount paid in as per books of the company.....		$ 4,999,950.63

Amount of stock per mile of road.....	$ 35,039.90	
Amount of stock representing the road in Iowa .	All	
Amount of stock held in Iowa	30,200.00	
Total number of stockholders.....	402	
Number of stockholders in Iowa.....	7	

DEBT.

Funded debt as follows:		
Bonds due 1883, rate of interest 7 per cent, extended at 5 per cent		$ 284,000.00
Interest paid on same during the year.....		
Bonds due 1894, rate of interest 7 per cent.....		586,000.00
Interest paid on same during the year.....		
Total amount of funded debt.....		$ 870,000.00
Contingent liability as guarantor of bonds or debts of other roads. $630,000.00 of forty years six per bonds of the Dubuque & Dakota Railroad Company, dated July 1, 1879, are guaranteed by this company.		
Total amount of debt liabilities.....		$ 870,000.00

Amount of debt per mile of road	$ 6,110.72	
Total amount of stock and debt.....		5,869,950.62
Amount of stock and debt per mile of road	41,064.48	

GENERAL EXHIBIT.

Total earnings (rental 36 per cent of gross earnings)		$ *340,000.00
Total expenses, including taxes		5,157.79
Net earnings		334,842.21
Interest accruing during the year on funded debt ($295,000.00), less 6 mo. interest at 2 per cent 2,950.00	$60,900.00	57,950.00
Interest paid on funded debt		57,950.00
Dividends declared (6 per cent), two of 3 per cent each		299,964.00

SURPLUS.

Surplus at the commencement of the year	
Surplus at the close of the year	
The amount invested in railroad bonds, the number of bonds, and the par value of each, the name of each road, and the amount invested in the bonds of each:	
Dubuque & Dakota Railroad Company bonds, four bonds $1,000 each	$ 4,000.00

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS DECEMBER 31, 1882.

DEBIT.

Railroad and appurtances	$ 5,621,112.71
Dubuque & Dakota Railroad Company bonds	4,000.00
Dubuque & Dakota Railroad Company	26,207.38
Iowa Land & Loan Company stock	260,819.40
Iowa Land & Loan Company	337.50
Illinois Central Railroad Company	26,113.61
Loans receivable	46,000.00
New York office	3,442.50
Commercial National Bank	19.52
Total	$ 5,988,052.62

CREDIT.

Capital stock	$ 4,999,950.62
Construction bonds, second division	586,000.00
First mortgage bonds	284,000.00
Unpaid coupons	2,745.74
Unclaimed dividends	18,096.31
Dividend scrip, Nos. 1, 2 and 3	94.05
Income account	97,165.90
Total	$ 5,988,052.62

* Unadjusted balance on June 30th, as full settlement is made only at the end of calender and fiscal year of the company.

GENERAL BALANCE SHEET IN CASE CLOSING ENTRIES WERE MADE JUNE 30, 1883.

DEBIT.

Railroad and appurtances	$ 5,621,112.71
Dubuque & Dakota Railroad Company bonds	4,000.00
Dubuque & Dakota Railroad Company	43,818.38
Iowa Land & Loan Company stock	260,819.40
Loans receivable	8,500.00
New York office	2,267.81
Commercial National bank	202.41
Total	$ 5,940,720.71

CREDIT.

Capital stock (certificates and fractional share scrip)	$ 4,999,950.62
Construction bonds, second division	586,000.00
First mortgage bonds	284,000.00
Unpaid coupons	2,745.74
Unclaimed dividends	15,735.31
Iowa Land & Loan Company	9,650.00
Income account	42,544.99
Dividend scrip, Nos. 1, 2 and 3	94.05
Total	$ 5,940,720.71

DESCRIPTION OF ROAD.

Length of main line of road from Dubuque to Iowa Falls, miles. 142.70

ADDITIONAL QUESTIONS.

LANDS—CONGRESSIONAL GRANT.

I have not the data to enable me to give answer to these questions.

C. H. BOOTH, *Secretary*.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Morris K. Jessup, 52 Williams St., New York.
Vice-President—James A. Rosevolt, New York.
Secretary—C. H. Booth, Dubuque, Iowa.
Treasurer—John B. Dumont, New York.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Morris K. Jessup, New York.
James A. Rosevolt, New York.
D. Willis James, New York.
John F. Slater, Norwich, Connecticut.
Abram S. Hewitt, New York.
J. Pierpont Morgan, New York.
Lorenzo Blackstone, Norwich, Connecticut.
Mason Thompson, New York.
S. H. Herriman, New York.

Date of annual meeting of stockholders, second Monday in February.
Fiscal year of company ends December 31.
General offices of the company are located at Dubuque, Iowa.

STATE OF IOWA, }
COUNTY OF DUBUQUE. } ss.

C. H. Booth, Secretary and Assistant Treasurer of the Dubuque & Sioux City Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of his knowledge and belief.

(Signed),

C. H. BOOTH.

Subscribed and sworn to before me, this 24th day of August, A. D. 1883.

E. W. DUNCAN,

[L. S.] *Notary Public of Iowa, in and for Dubuque County.*

Received and filed in the office of the Commissioners of Railroads, this 29th day of August, A. D. 1883.

E. G. MORGAN,

Secretary of Board of Railroad Commissioners.

REPORT

OF THE

IOWA FALLS & SIOUX CITY RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association.....	$ 6,000,000.00	
Amount authorized by vote of the company.....	No vote.	
Amount issued, number of shares 46,250, amount paid in.....		$ 4,625,000.00
Amount of common stock issued.....		4,625,000.00
Capital stock now outstanding.....		4,623,500.00
Total amount paid in as per books of the company.....		$ 4,625,000.00
Amount of stock per mile of road.....	$ 25,170.12	
Amount of stock representing the road in Iowa...	4,623,500.00	
Amount of stock held in Iowa.....	43,000.00	
Total number of stockholders.....	505	
Number of stockholders in Iowa	9	

DEBT.

Funded debt as follows:		
First mortgage bonds, due October 1, 1917, rate of interest 7 per cent		$ 2,947,500.00
Interest paid on same during the year.....		
Total amount of funded debt		2,947,500.00
Total amount of floating debt.....		141,863.34
Total amount of debt liabilities		$ 3,089,363.34
Amount of debt per mile of road.....	$ 16,818.35	
Total amount of stock and debt.....	7,712,863.34	
Amount of stock and debt per mile of road	41,988.48	

COST OF ROAD AND EQUIPMENT.

Total expended for construction	$ 7,585,000.00
Average cost of construction per mile of road (183.69 miles)	$ 41,292.40
Proportion of cost of construction for Iowa	7,585,000.00

GENERAL EXHIBIT.

Total income	$ 897,813.05
Total expenses, including taxes	6,885.08
Net income	890,927.97
Interest accruing during the year	206,967.87
Interest paid during the year	
Interest on funded debt	206,325.00
Interest paid on funded debt	
Interest on floating debt	2,642.87
Interest paid on floating debt	
Dividends declared (7 per cent)	323,645.00
Balance for the year (surplus)	358,315.10
Balance at commencement of year (surplus)	966,338.22
Balance at the close of the year, June 30, 1883 (surplus)	1,324,653.32
Total income from all sources for the year	$ 897,813.05

ANALYSIS OF INCOME.

Rents received for use of road	
Rental and drawback under lease	$ 319,044.11
From land department	516,500.00
From dividends on Missouri Valley Land Co. stock	3,960.00
From interest on loan account (rental previous years)	58,348.94
Total income from all sources	$ 897,813.05

Proportion of income for Iowa ..... $ 897,813.05

EXPENSES OF OPERATING ROAD.

CLASS 4—GENERAL EXPENSES.

Salaries of general officers	$ 3,119.21
General expenses and clerk hire	3,765.87
Total expenses and taxes	$ 6,885.08

GENERAL RECAPITULATION.

Total income		$ 897,813.05
Total expenses and taxes		6,885.08
Net income above expenses and taxes		890,927.97
Net income above expenses, taxes and interest		681,960.10
Percentage of net income to stock and debt	11.55-100	
Percentage of net income to cost of road	11.75-100	

SURPLUS.

Surplus at the commencement of the year		$ 966,338.22
Surplus at the close of the year		1,324,653.32
The amount invested in stocks		8,800.00
Give the name of each road, and the number of shares owned in each of them and the par value of shares.		
Missouri Valley Land Co.; 220 shares; par value, $50 per share.		
Amount in hands of treasurer and assistant treasurer		267,673.62
The amount invested in railroad bonds, the number of bonds, and the par value of each, the name of each road, and the amount invested in the bonds of each.		
Improvement and protection fund invested in company's bonds	$ 453,492.50	
In loans drawing interest and in cash	696,507.50	
		1,150,000.00
Amount absorbed in construction		14,000.00
Amount in balances from other roads		26,043.04
Total		$ 1,466,516.66
Deduct unfunded indebtedness		141,863.34
		$ 1,324,653.32

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Construction	$ 7,585,000.00
Improvement and protection fund	1,150,000.00
Stock of Missouri Valley Land Co	8,800.00
Cash	267,673.62
Accounts receivable	26,043.04
Total	$ 9,037,516.66

CREDIT.

Capital stock	$ 4,623,500.00
Funded debt	2,947,500.00
Unfunded debt:	
Interest unpaid	103,775.00
Accounts payable	38,088.34
Profit and loss balance	1,324,653.32
Total	9,037,516,66

DESCRIPTION OF ROAD.

Length of main line of road from Iowa Falls to Sioux City, Iowa, miles	183.69
Total length of road belonging to this company	183.69

LANDS—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from Congressional grants	640,256.11
State the number of acres yet to inure to your company from Congressional grants	Don't know.
State the average price at which these lands have been sold or contracted by the company	$ 6.79
State the number of acres sold	616,973.77
State the amount received from cash sales, including amount received from outstanding contracts	$ 3,234,075.32
State the amount unpaid on outstanding contracts	754,646.28
State the gross amount cash received from sales, contracts, forfeited contracts, etc., including interest, up to June 30, 1883	3,675,100.35
State the amount expended in sale and management of lands	305,474.00
State the amount of taxes paid on lands	624,416.88
State the amount realized from the sale of lands above the expenses incurred in the management and taxes	2,304,184.44

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Horace Williams, Cedar Rapids, Iowa.
Vice-President—J. Van Deventer, Cedar Rapids, Iowa.
Secretary—P. E. Hall, Cedar Rapids, Iowa.
Treasurer—David P. Kimball, Boston, Mass.
Assistant Treasurer—J. Van Deventer, Cedar Rapids, Iowa.
Land Commissioner—J. Van Deventer, Cedar Rapids, Iowa.
Auditor Land Department—P. E. Hall, Cedar Rapids, Iowa.
Register of Lands—Chas. H. Clark, Cedar Rapids, Iowa.
Register of Stock—David P. Kimball, Boston, Mass.
Auditor—Henry V. Ferguson, Cedar Rapids, Iowa.
Attorneys—Joy & Wright, Sioux City, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Fred. L. Ames, North Easton, Mass.
Oliver Ames, North Easton, Mass.
John I. Blair, Blairstown, N. J.
D. C. Blair, Belvidere, N. J.
David P. Kimball, Boston, Mass.
J. Van Deventer, Clinton, Iowa.
Horace Williams, Clinton, Iowa.

Date of annual meeting of stockholders, third Wednesday in May.
Fiscal year of company ends March 31..
General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA, }
COUNTY OF LINN. } ss

P. E. Hall, Secretary, and Henry V. Ferguson, Auditor of the Iowa Falls & Sioux City Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed) P. E. HALL,
HENRY V. FERGUSON.

Subscribed and sworn to before me, this 14th day of September, A. D. 1883.
CHAS. H. CLARK,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 17th day of September, A. D. 1883.
E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

MINNEAPOLIS & SAINT LOUIS RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association ...	$ 20,000,000.00	
Amount authorized by vote of the company....	10,000,000.00	
Amount issued, number of shares, 97,520; amount paid in.....		$ 9,752,000.00
Amount paid in on shares not issued, number of shares		
Amount of common stock issued.....		5,752,000.00
Amount of preferred stock issued, and conditions of preferment.....		4,000,000.00

Preferred stock receives 7 per cent per annum dividend out of any money available for that purpose, before the common receives any dividend. All the stock of this company was issued to take up and retire the stock of the consolidated companies.

Total amount paid in as per books of the company..... $ 9,752,000.00

Amount of stock per mile of road..... $	27,470.42
Amount of stock representing the road in Iowa.	3,873,270.00
Amount of stock held in Iowa.....	Unknown.
Total number of stockholders.....	272
Number of stockholders in Iowa.....	Unknown.

DEBT.

Funded debt as follows:		
First mortgage bonds, due 1907, rate of interest, 7 per cent.		$ 735,000.00
Interest paid on same during the year	$ 51,450.00	
Bonds due 1927, rate of interest, 7 per cent		950,000.00
Interest paid on same during the year	$ 66,500.00	
Bonds due 1990, rate of interest, 7 per cent		500,000.00
Interest paid on same during the year	$ 35,000.00	
Bonds due 1901, interest 6 per cent; interest paid.	6,000.00	100,000.00
Bonds due 1909, interest 7 per cent; interest paid	71,050.00	1,015,000.00
Bonds due 1910, interest 7 per cent; interest paid.	53,130.00	759,000.00
Bonds due 1921, interest 6 per cent; interest paid.	82,920.00	1,382,000.00
Bonds due 1922, interest 6 per cent; interest paid.	116,400.00	1,940,000.00
Total amount of funded debt		$ 7,381,000.00
Floating debt, incurred for equipment	$ 1,441,343.21	
Total amount of floating debt		$ 1,441,343.21
Contingent liability as guarantor of bonds or debts of other roads	None.	
Total amount of debt liabilities		$ 8,822,343.21
Amount of debt per mile of road	$ 24,851.67	
Total amount of stock and debt	18,574,343.21	
Amount of stock and debt per mile of road	52,322.09	

COST OF ROAD AND EQUIPMENT.

Amount expended for construction this year		$ 1,471,550.19
Total expended for construction to June 30, 1883		15,934,176.62
Average cost of construction per mile of road (355 miles)	$44,885.00	
Proportion of cost of construction for Iowa, per cent	.3971	

COST OF EQUIPMENT.

Locomotives, account sales, not credit	$ 35,709.44	
Passenger, mail, baggage and express cars, not credit	5,119.16	
Freight and other cars		1,294.67
Wrecking cars, pile drivers and tools, net credits this year	$ 39,533.93	
Total for equipment		$ 2,048,870.17
Average cost of equipment per mile of road operated by company (355 miles)	$ 5,771.47	
Proportion of cost of equipment for Iowa, per cent.	397.18	
Total cost of road and equipment to June 30, 1883		$ 17,983,046.79
Average cost of road and equipment per mile (355 miles)		$ 50,656.47
Proportion of cost of road and equipment for Iowa		7,142,562.27
Average cost of road and equipment per mile in Iowa (141 miles)		50,656.47

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading		$ 116,897.23
Bridging and masonry		30,983.33
Superstructure, including rails		407,246.73
Land, land damages, and fences		17,682.79
Passenger and freight stations, coal sheds, and water stations		11,738.34
Engine houses, car sheds and turntables		7,999.61
Machine shops, including machinery and tools		50,829.33
Engineering, agencies, salaries, and other expenses during construction		73,153.83
Miscellaneous		755,019.00
Total for construction		$ 1,471,550.19

EQUIPMENT.

Locomotives (payments on account)		$ 19,730.56
Passenger, mail, baggage and express cars (payments on account)		6,303.00
Cabooses		1,892.37
Total for equipment		$ 27,925.93
Total expenditures charged to property accounts		$ 1,499,476.12
Property sold (or reduced in valuation on the books) and credited property accounts during the year (specifying same):		
Locomotives sold	$ 55,440.00	
Coaches sold, account	11,422.16	$ 66,862.16
Net addition to property accounts for the year		$ 1,432,613.96

GENERAL EXHIBIT.

Total earnings	$ 1,650,357.17
Total expenses, including taxes	1,320,423.23
Net earnings	329,933.94
Interest accruing during the year	437,757.94
Interest paid during the year	437,757.94
Interest on funded debt	431,730.00
Interest paid on fundod debt	431,730.00
Interest on floating debt	6,027.94
Interest paid on floating debt	6,027.94
Dividends declared	None.
Balance for the year, (deficit)	
Interest falling due during the year and not paid	None.
Balance at commencement of the year (deficit)	210,747.48
Balance at the close of the year, June 30, 1883 (deficit)	318,571.48
Total income from all sources for the year	$ 1,650,357.17

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 179,760.91	
From through passengers	139,450.66	
From all passengers		$ 319,211.57
From express		22,200.18
From mails		23,858.38
Total earnings, passenger department		365,270.13
Earnings per train mile run (354,882 miles)	$ 1.03	
Earnings, freight:		
From local	$ 740,846.53	
From through	480,058.25	
From other sources, freight department	64,182.26	
Total earnings, freight department		$ 1,285,087.04
Earnings per train mile run (1,012,427 miles)	$ 1.27	
Total transportation earnings		$ 1,650,357.17
Earnings per train mile run, from all trains earning revenue (1,367,309 miles)	$ 1.20.7	
Earnings per mile of road operated (420 miles)	$ 3,929.42	
Proportion of earnings for Iowa, 25.2 per cent		415,853.56
Total income from all sources		$ 1,650,357.17
Proportion of income for Iowa	$ 658,884.78	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 182,066.28
Renewal of rails	7,667.60
(Number of tons laid, iron, 267, in sidings.)	
Renewal of ties	13,671.56
(Number ties laid, 20,606.)	
Repairs of bridges, including culverts and cattle-guards	18,073.47
Repairs of fences, road crossings and signs	1,821.57
Repairs of buildings, stations and water tanks	13,874.56
Total	$ 237,175.04

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 114,765.57
Repairs of passenger cars	23,802.23
Repairs of freight cars	93,767.88
Total	$ 232,335.68

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives		$ 189,466.61
Water supply		15,134.41
Oil and waste		17,214.45
Locomotive service		151,562.58
Passenger train service and supplies		26,412.71
Mileage of passenger cars (debit balance)		2,607.38
Freight train service and supplies		90,032.14
Mileage of freight cars (credit balance)	$ 8,694.70	
Telegraph expenses (maintenance and operating)		24,473.48
Damage and loss of freight and baggage		8,050.97
Damages to property and cattle		7,845.82
Personal injuries		10,944.37
Agents, station service and station supplies		145,662.34
Total		$ 680,712.56

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks			$ 63,264.26
Legal expenses			6,579.94
Insurance			4,520.34
Stationery and printing			3,423.34
Outside agencies, advertising and printing			21,120.53
Contingencies, Rent of track	$11,241.44		
Miscellaneous expenses	9,306.45		20,547.89
Taxes in Iowa	$ 10,280.87		
Taxes in other States	39,462.78	Total taxes	49,743.65
Total			170,199.95

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$ 237,175.04
Maintenance of motive power and cars		232,335.68
Conducting transportation		680,712.56
General expenses, including taxes		170,199.95
Total operating expenses and taxes		$ 1,320,423.23
Operating expenses and taxes per mile of road	$ 3,143.56	
Operating expenses and taxes per train mile run, for trains earning revenue (1,367,309 miles)	$ 0.97	
Proportion of operating expenses and taxes for Iowa		$ 333,772.36
Expenses of running and management of trains (no separate statistics kept).		
Expenses of running and management of all trains earning revenue		1,320,423.23

Percentage of expenses to income, .80.

GENERAL RECAPITULATION.

Total income		$ 1,650,357.17
Total operating expenses and taxes		1,320,423.23
Net income above operating expenses and taxes		329,933.94
Net income above operating expenses, taxes, interest, and rental (deficit)		
Gross income per train mile run (1,430,641 miles)	$ 1.14.66	
Net income per train mile run (deficit)		

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year	None.
Surplus at the close of the year	None.

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Construction	$ 17,983,046.79
Material	$ 87,037.27
Due from agents and companies	46,163.41
Interest on bonds	238,825.00
Cash	326,734.44
Profit and loss	158,362.98
Total	$ 18,840,169.89

CREDIT.

Capital stock	$ 9,752,000.00
Funded debt	7,381,000.00
Bills payable	$ 1,441,343.21
Vouchers and accounts	265,826.68
Total	$ 18,840,169.89

DESCRIPTION OF ROAD.

Length main line of road from Minneapolis to Norman	122.00
Length main line of road in Iowa. Norman to Angus	138.00
Branches owned by this company:	
Kalo Junction to Kalo, Iowa	3.00
Hopkins to Morton	92.00
Totatl length of branches owned by this company	95.00

Total length of branches owned by this company in Iowa.....	3.00
Total length of road belonging to this company.....	355.00
Aggregate length of sidings and other tracks not above enumerated.....	56.21
Same in Iowa	6.88
Aggregate length of track, computed as single track, exlusive of sidings.....	355.00
Same in Iowa.....	141.00
Total length of iron rails in tracks in Iowa, exclusive of sidings	141.00

Weights per yard, iron, 50 pounds.

Gauge of track, (standard) 4 feet 8½ inches.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:	
Cannon Valley Railroad, from Waterville to Red Wing, miles	65
Total length of above roads in Minnesota, miles	65
If any part of the road was first opened for operation during the past year, state the date:	
January 1, 1883, by this company.	
Total miles of road operated by this company.....	420
Total miles road operated by this company in Iowa..... ...	141

STATIONS.

Number of stations on all roads owned by this company	55
Same in Iowa.....	19
Number of stations on all roads operated by this company ..	65
Same in Iowa.....	19
Number of telegraph offices in stations in Iowa.....	19

EMPLOYES.

Number of persons regularly employed on all roads operated by this company.....	1,687
Same in Iowa	362
Amount paid employes, including officials, on all roads operated by this company .....$	928,417.03
Same in Iowa	309,472.00

BRIDGES IN IOWA.

	No.	Aggregate length.
Wooden truss bridges over 100 feet in length.....	1	163
Combination bridges over 100 feet in length.....	3	360
Compination bridges under 100 feet in length.....	3	180
Wooden trestle and pile.....	96	6,720

BOX CULVERTS IN IOWA.

Timber	168
Tile	25

CATTLE-GUARDS.

Number of in Iowa	92

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)	26,954

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
Otho	Pile bridge, No. 169.	Timber	February, 1882	98
Fort Dodge	Pile bridge, No. 150.	Timber	April, 1882	80
Kalo	Pile bridge, No. 157.	Timber	April, 1882	80
Kalo	Pile bridge, No. 158.	Timber	April, 1882	96
Humboldt	Trestle br'ge, No. 143	Timber	May, 1882	48
Kalo	Pile bridge, No. 160.	Timber	June, 1882	176
Fort Dodge to Angus	Two box culverts	Timber	July, 1882	....
Fort Dodge to Ill. Cent. R. crossing	Pile bridge	Timber	Dec. '82 and Jan. '83	....
Livermore	Pile bridge	Timber	May and June, 1883.	75
Britt	Two box culverts	Timber	Jun. '83, com. Jul. '83	....
Total				658

Give the average number of years the trestle and pile bridges last on your road in Iowa. None; worn out.

Give the average number of years that wooden truss bridges last on your road in Iowa. None; worn out.

ROAD-BED AND TRACK.

Number of track sections in Iowa	26
Average length of sections, miles	5
Average number of men in each section gang	4
Number of new ties laid in track during the year in Iowa	20,606
Average number of new ties per mile of road	2,600

New rails laid in track during the year in Iowa. None.

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?
Chicago, Milwaukee & St. Paul Railway at Britt.
Chicago & Northwestern Railway at Vernon.
Burlington, Cedar Rapids & Northern Railway at Livermore.
Illinois Central Railroad at Ft. Dodge.
Chicago & Northwestern Railway at Ogden.
Des Moines & Ft. Dodge Railroad at Angus.

What railroads cross your road, either over or under, and at what locality?
Chicago & Northwestern R'y, at Humboldt—over.
Chicago & Northwestern R'y, at Dayton—under.

Number of highway crossings at grade	86

FENCING IN IOWA.

How many miles of fencing have you on your road	17
What is the average cost per rod $	.85
What is the total cost of same $	4,624.00
How many miles of new fencing have you built during the year.	None.

Give the number of miles needed on both sides of your track in each county in Iowa:

ROLLING STOCK.

Number of locomotives	60
Number of passenger cars	18
Number of baggage, mail and express cars (includes 7 comb'n)	11
Number of box freight cars	1,257
Number of stock cars	56
Number of platform and coal cars	667
Number of other cars (cabooses, etc)	39
Total	2,048
Maximum weight of locomotives and tenders, tons	37
Average weight of locomotives and tenders, tons	35
Number of locomotives equipped with train brake	16
Kind of brake: Westinghouse air brake.	
Maximum weight of passenger cars, tons	23½
Average weight of passenger cars, tons	22
Number of cars equipped with train brake (includes 2 cabooses)	31
Kind of brake: Westinghouse air brake.	
Number of passenger cars equipped with Miller platform and buffer	29

The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight.

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year, Iowa,	79,637	
Miles run by passenger trains during the year, Minn.,	265,738—	345,375
Miles run by freight trains during the year.....Iowa,	246,345	
Miles run by freight trains during the year....Minn.,	680,519—	926,864
Miles run by switching trains during the year.....		95,070
Miles run by other trains during the year (work in both States)		63,332
Total train mileage.....		1,430,641

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains.....	3
Average number of cars in freight trains.....	20

PASSENGER TRAFFIC.

Number of through passengers carried.....	75,141
Number of local passengers carried	205,531
Total number of passengers carried	280,672
Total passenger mileage, or passengers carried one mile.....	12,635,309
Average distance traveled by each passenger, miles	45.02
Average amount received from each passenger.....	1.13.02
Highest rate of fare per mile for any distance, cents.....	4.4
Lowest rate of fare per mile for any distance, cents..... ...	
Average rate of fare per mile for all passengers, cents.....	2¼

FREIGHT TRAFFIC.

Number of tons of through freight carried.....	580,646
Number of tons of local freight carried.....	429,029
Total tons of freight carried	1,009,676
Total mileage of through freight (tons carried one mile)	62,282,072
Total mileage of local freight (tons carried one mile).....	51,404,073
Total freight mileage or tons carried one mile.....	113,686,145
Average rate per ton per mile received for through freight....$	0.771
Average rate per ton per mile received for local freight.....	1.439
Average rate per ton per mile received for all freight.....	1.074
Average rate per ton per mile received from freight to and from other roads.....	0.771

Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa, 29.7

CARS MILEAGE.

Number of miles run by loaded freight cars east and south...	3,092,455
Number of miles run by loaded freight cars west and north..	7,457,610
Number of miles run by empty freight cars east and south...	5,110,439
Number of miles run by empty freight cars west and north...	262,084
Total freight car mileage.....	15,922,588

Percentage of empty freight cars hauled east and south to all freight cars hauled south..... 62.17

Percentage of empty freight cars hauled west and north to all freight cars hauled north..... 03.39

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles.....	22
Rate of speed of freight trains, including stops, miles.....	12

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.
Grain.....	75,358
Flour.....	157,452
Provisions (beef, pork, lard, etc.).....	7,685
Animals.....	14,694
Other agricultural products.....	6,483
Lumber and forest products.....	122,753
Coal.....	392,319
Plaster, lime and cement.....	6,925
Salt.....	1,458
Petroleum and oil.....	1,426
Iron, steel, and castings.....	50,392
Stone and brick.....	29,270
Manufactures—articles shipped from point of production.....	20,099
Merchandise, and other articles not enumerated above.....	123,356
Total tons carried.....	1,009,676

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

We cannot give details; Iowa tonnage not kept separate.

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American, 75.00 per day on our road; $15.00 per day on Cannon Valley Branch; freight and money orders. Take freight at depot.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? We pay Pullman Company mileage for sleepers, three cents per mile, and charge two dollars per berth to Chicago, and ($3.00) three dollars per berth to St. Louis.

U. S. MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? Route No. 26021, White Bear to Fort Dodge, $71.82 per mile for 225.48 miles; route No. 26038, Minneapolis to Winthrop, $42.75 per mile for 71.1 miles.

What amount have you paid for receiving and delivering mail to and from stations on your road?

TELEGRAPH.

How many miles of telegraph are owned by your company? Half interest in 92 miles on Pacific Division.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882.			
December 6	L. C. Warner, brakeman	Lake Mills	Lack of caution.
December 30	Ed. Wright, freight conductor	Forest City	Own carelessness.
1883.			
February 3	C. Monson, section man	Forest City	Own carelessness.
March 5	H. H. Gilday, brakeman	Ft. Dodge	Lack of caution.
February 10	C. Gaugstead, farmer	Badger	Team ran away.
April 4	Jno. B. Gough, engineer	Benson's Grove	Cleaning pump; fireman let go pump chamber too soon.
April 2	Edward Farrell, brakeman	Augus	Lack of caution.
March 21	Chas. Whitlash, brakeman	Britt	Lack of caution.
May 28	Henry Stenson, no occupation	Forest City	Fell of train; his own fault.
June 19	J. C. Berry, brakeman	Corwith	Lack of caution.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	INJURED.		
	Passengers.	Employes.	Others.
Coupling cars	.....	5	.....
Getting on and off trains	.....	1	.....
Highway crossings	.....	.....	1
Miscellaneous	.....	2	.....
Stealing rides	.....	.....	1
Total	.....	8	2

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—R. R. Cable, Minneapolis.
Vice-President—W. H. Truesdale, Minneapolis.
Secretary—Joseph Gaskell, Minneapolis.
Treasurer—Joseph Gaskell, Minneapolis.
Assistant Superintendent—T. E. Clarke, Minneapolis.
Auditor—F. W. Partridge, Minneapolis.
General Passenger Agent—S. F. Boyd, Minneapolis.
General Freight Agent—J. A. Hanley, Minneapolis.
Attorney—J. D. Springer, Minneapolis.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

R. R. Cable, Chicago.
A. B. Stickney, St. Paul.
H. H. Porter, Chicago.
W. D. Washburn, Minneapolis.
Benj. Brewster, New York.
W. R. Merriam, St. Paul.
T. F. Withrow, Chicago.
W. W. McNair, Minneapolis.
H. R. Bishop, New York.

Date of annual meeting of stockholders, first Tuesday in October.
Fiscal year of company ends December 31st.
General offices of the company are located at Minneapolis, Minn.

STATE OF MINNESOTA, }
COUNTY OF HENNEPIN. } ss.

W. H. Truesdale, Vice-President and Managing officer of the Minneapolis & St. Louis Railway Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of his knowledge and belief.

(Signed),

[L. S. OF R. R.] W. H. TRUESDALE.

Subscribed and sworn to before me this 27th day of September, A. D. 1883.

C. H. CHILDS,

[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads this 1st day of October, A. D. 1883.

E. G. MORGAN,

Secretary of Board of Railroad Commissioners.

REPORT

OF THE

OTTUMWA & KIRKVILLE RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association	$ 500,000.00	
Amount authorized by vote of the company.....	150,000.00	
Amount issued, number of shares, 1,500, amount paid in.....		$ 150,000.00
Amount of common stock issued	As above.	
Total amount paid in as per books of the company.....		$ 150,000.00
Amount of stock per mile of road	$ 30,000.00	
Amount of stock representing the road in Iowa ...	150,000.00	
Amount of stock held in Iowa.....	150,000.00	
Total number of stockholders.....	2	
Number of stockholders in Iowa.....	2	

DEBT.

Funded debt as follows:		
First mortgage bonds due in 1892, rate of interest 6 per cent.....		$ 87,000.00
Interest paid on same during the year.....	$ 2,610.00	
Car trust certificates.....		30,550.00
Interest on same	$ 1,980.00	
Total amount of funded debt.....		117,550.00
Floating debt:		
Incurred for construction	$ 11,625.98	
Wapello Coal Co. stock.....	10,000.00	
Incurred for real estate	4,416.00	
Total amount of floating debt.....		26,041.98
Total amount of debt liabilities.....		$ 143,591.98
Amount of debt per mile of road.....	$ 28,719.00	
Total amount of stock and debt.....		293,591.98
Amount of stock and debt per mile of road.....	58,719.00	

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY).

Grading	$ 9,739.53
Bridging and masonry	3,185.08
Superstructure, including rails	35,924.16
Land, land damages and fences	2,428.00
Passenger and freight stations, coal sheds and water stations	1,167.32
Engine houses, car sheds and turntables	1,379.35
Machine shops, including machinery and tools	93.14
Interest paid during construction, discounts, etc	5,068.85
Engineering, agencies, salaries and other expenses during construction	4,671.28
All other items charged to construction not enumerated above	708.51
Total expended for construction	$ 64,365.22
Average cost of construction per mile of road (5 miles)	$ 12,873.05
Proportion of cost of construction for Iowa	64,365.22

COST OF EQUIPMENT.

Locomotives	$ 6,800.00
Passenger, mail and express cars	1,700.00
Freight and other cars	24,500.00
Total for equipment	$ 33,000.00
Average cost of equipment per mile of road operated by company (12 miles)	2,750.00
Proportion of cost of equipment for Iowa	33,000.00
Total cost of road and equipment	97,365.22
Average cost of road and equipment per mile (5 miles)	$ 19,473.05
Proportion of cost of road and equipment for Iowa	97,365.22
Average cost of road and equipment per mile in Iowa (5 miles)	19,473.05

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading	$ 9,739.53
Bridging and masonry	3,185.08
Superstructure, including rails	35,924.16
Land, land damages and fences	2,428.00
Passenger and freight stations, coal sheds and water stations	1,167.32
Engine houses, car sheds and turntables	1,379.35
Machine shops, including machinery and tools	93.14
Engineering, agencies, salaries, and other expenses during construction	10,448.64
Total for construction	$ 64,365.22

EQUIPMENT.

	Number.		
Locomotives	1	$	6,800.00
Passenger, mail, baggage and express cars	1		1,700.00
Freight and other cars	50		24,500.00
Total for equipment		$	33,000.00
Any other expenditures charged to property account			192,116.70
Total expenditures charged to property accounts		$	289,481.92
Net addition to property account for the year		$	289,481.92

GENERAL EXHIBIT.

Total earnings		$	25,815.55
Total expenses, including taxes			12,451.34
Net earnings			13,364.21
Rentals, specifying amount paid to each company			6,388.62
Chicago, Rock Island & Pacific Railroad Company	$6,388.62		
Interest accruing during the year			7,134.53
Interest paid during the year			7,134.53
Interest on funded debt			6,690.00
Interest paid on funded debt			6,690.00
Interest on floating debt			444.53
Interest paid on floating debt			444.53
Balance for the year			9,863.56
Balance at the close of the year, June 30, 1883			9,863.56
Income from other sources than earnings			10,022.50
Total income from all sources for the year		$	35,838.05

ANALYSIS OF EARNINGS.

Earnings, passenger:			
All passengers		$	1,708.90
Express and baggage			14.11
Total earnings, passenger department		$	1,723.01
Earnings per train mile run (10,000 miles)	$ 1,723		
Earnings, freight:			
From local	$ 23,609.88		
Total earnings, freight department			23,609.88
Earnings per train mile run (10,000 miles)	$ 2.36		
Total transportation earnings			25,332.89
Earnings per train mile run, from all trains earning revenue (10,000 miles)	$ 2.53		
Earnings per mile of road operated (12 miles)	$ 2,111.07		
Proportion of earnings for Iowa			25,332.89
Car mileage (credit balances)			482.66
Total income from all sources		$	25,815.55
Proportion of income for Iowa	All.		

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES.)

Repairs of road-bed and track	$	962.44
Repairs of bridges, culverts and cattle-guards		187.27
Total	$	1,149.71

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$	463.69
Repairs of passenger cars		8.25
Repairs of freight cars		82.82
Total	$	554.76

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	857.08
Water supply		57.42
Oil and waste		216.90
Locomotive service		2,601.95
Mileage of passenger cars (debit balance)		197.10
Freight train service		1,770.41
Freight train supplies		52.94
Mileage of freight cars (debit balance)		640.06
Telegraph expenses (maintenance and operating)		174.12
Damages to property and cattle		84.40
Personal injuries		225.00
Agents and station service		921.74
Station supplies		15.81
Total	$	7,814.93

CLASS 4—GENERAL EXPENSES.

Salaries of general officers, clerks and legal expenses	$	3,152.70
Insurance		331.75
Taxes in Iowa, $282.65; total taxes		282.65
Total	$	3,767.10

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$ 1,149.71
Maintenance of motive power and cars		554.76
Conducting transportation		6,977.77
General expenses, including taxes		3,767.10
Total operating expenses and taxes		$ 12,449.34
Operating expenses and taxes per mile of road	$ 1,037.61	
Operating expenses and taxes per train mile run, for trains earning revenue (10,000 miles)	$ 1.245	
Proportion of operating expenses and taxes for Iowa		12,451.34
Expenses of running and management of freight trains		12,451.34
Expenses of running and management of freight trains per train mile	$ 1.24.50	
Expenses of running and management of all trains earning revenue		12,451.34
Percentage of expenses to income	44	

GENERAL RECAPITULATION.

Total income		$ 35,838.05
Total expenses and taxes		12,451.34
Net income above expenses and taxes		23,386.71
Net income above operating expenses, taxes, interest rental		9,863.56
Gross income per train mile run (10,000 miles)	$3.58	
Net income per train mile run (10,000 miles)	.90	
Percentage of net income to stock and debt	3	
Percentage of net income to cost of road and equipment	9	
Are charges for the transportation of the company's supplies included in the earnings as reported for your road	No.	

SURPLUS.

Surplus at the commencement of the year	None.	
Surplus at the close of the year		$ 9,863.56
Amount in material and balances from other roads		9,863.56

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Stock	$ 350,000.00
Wapello Coal Company stock	10,000.00
Mining rights	2,000.00
Cash	205.62
Mine equipment	62,700.70
Railway construction	64,365.22
General expense	1,010.90
Farm improvement	356.67
Farm	6.19
Taxes	23.08
W., C. & M. Co	.66
Real estate	129,416.00
Insurance	164.00
Rolling stock	33,000.00
Bond sinking fund	10,000.00
Kirkville station	692.32
Loss and damage	69.00
Operating expenses	1,302.36
Track rental	1,500.00
Repairs	494.85
Prospecting	52.52
C., B. & Q. drawbacks	339.26
O. M. Ladd	75.00
Wapello county	74.67
Total	$ 667,849.12

CREDIT.

Capital stock	$ 500,000.00
Profit and loss	5,998.20
Royalty	1,648.20
Rent	870.84
Western Supply Co	3,750.11
Wapello Coal Co	6,418.56
Unpaid accounts	6,881.44
Interest and exchange	109.87
Bills payable	8,019.22
Bonds	97,000.00
J. T. Remey, trustee	30,550.00
Ottumwa station	188.00
C., B. & Q. joint billing	500.41
Freight earnings, C., B. & Q	472.24
Passenger earnings	525.85
Car mileage	108.57
Freight earnings, O. & K	5,298.50
Miscellaneous earnings	14.11
Total	$ 667,849.12

DESCRIPTION OF ROAD.

Length of main line of road from Comstock to Kirkville, Iowa	5.00
Total length of road belonging to this company	5.00
Agregate length of sidings and other tracks not above enumerated	.50
Aggregate length of track, computed as single track, exclusive of sidings	5.00
Total length of iron rails in tracks, feet	28,501

(Weights per yard, iron, 48 pounds.)

Gauge of track, 4 feet, 8½ inches.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description, and length of each:	
Chicago, Rock Island & Pacific Railroad Company, Ottumwa to Comstock, miles	7
Total miles road operated by this company in Iowa	12

STATIONS.

Number of stations on all roads owned by this company	3
Number of telegraph offices in stations in Iowa	1

EMPLOYES.

Number of persons regularly employed on all roads operated by this company in Iowa	15
Amount paid employes, including officials, on all roads operated by this company in Iowa	$ 9,446.80

BRIDGES IN IOWA.

	No.	Aggregate Length.
Wooden trestle and pile	9	544

BOX CULVERTS IN IOWA.

Timber	9	180

CATTLE GUARDS.

Number in Iowa	5	40

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of trestle work replaced with earth during the year (lineal feet)	2	32

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

KIND.	Material.	When built.	Length in feet.
Trestle	Wood	1882	48
Trestle	Wood	1882	80
Trestle	Wood	1882	64
Trestle	Wood	1882	80
Trestle	Wood	1882	48
Trestle	Wood	1882	80
Trestle	Wood	1882	64
Trestle	Wood	1882	48
Trestle	Wood	1882	32
Total			544

ROAD-BED AND TRACK.

Number of track sections in Iowa	1
Average length of sections, miles	5
Average number of men in each section gang	4
Number of highway crossings at grade	5
Number of highway crossings under railroad	1
Number of highway bridges less than 18 feet above track	1

FENCING IN IOWA.

How many miles of fencing have you on your road, miles		1¼
What is the average cost per rod, cents		75
How many miles of new fencing have you built during the year		1¼
Give the the number needed on both sides of your track in each county in Iowa:		
In Wapello county, miles	8¾	
Total	8¾	

ROLLING STOCK.

	Owned.	Total.
Number of locomotives	1	1
Number of passenger cars	1	1
Number of coal cars	50	50
Total		51

Maximum weight of locomotives and tenders: 45 tons.
Average weight of locomotives and tender: 45 tons.
Number of locomotives equipped with train brake: 1.
Kind of brake: Westinghouse automatic.
Maximum weight of passenger cars: 15 tons.
Average weight of passenger cars: 15 tons.
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine 45 tons: 600 tons.

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by freight trains during the year	10,000
Total train mileage	10,000

CARS AND WEIGHT OF TRAINS.

Average number of cars in freight trains	14
Average weight of freight trains, exclusive of freight, tons	246

PASSENGER TRAFFIC.

Number of local passengers carried	3,892
Total number of passengers carried	3,892
Total passenger mileage, or passengers carried one mile	47,062
Average distance traveled by each passenger, miles	12
Average amount received from each passenger	$ .44
Average rate of fare per mile for all passengers, cents	3¼

FREIGHT TRAFFIC.

Number of tons of local freight carried	104,696
Total tons of freight carried	104,696
Total freight mileage, or tons carried one mile... ... 1,256,352	
Average rate per ton per mile received for local freight, cents.	2

CAR MILEAGE.

Number of miles run by loaded freight cars east and south....	68,520
Number of miles run by loaded freight cars west and north...	2,800
Number of miles run by empty freight cars east and south	1,680
Number of miles run by empty freight cars west and north ...	67,200
Total freight car mileage	140,200
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	2½
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	96

SPEED OF TRAINS IN IOWA.

Rate of speed of freight trains, including stops, per hour: 12 miles.

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Coal	101,598	97.00
Merchandise, and other articles not enumerated above	3,098	3.00
Total tons carried	104,696	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company; pay first class rates of freight. Freights delivered at depot. Do a general express business.

TELEGRAPH.

How many miles of telegraph are owned by your company? Thirteen.

What other company, if any, owns a line of telegraph on your right of way? None.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY.
1883.			
January 23	Chas. E. Walker, brakeman	Carver, Iowa	His own carelessness.
January 31	C. W. Johnson, brakeman	Ottumwa, Iowa	His own carelessness.

Both accidents occurred while coupling cars.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	INJURED.		
	Passengers.	Employes.	Others.
Coupling cars	...	2	...
Total	...	2	...

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons injured during the year	2
Number of casualties purely accidental during the year	2

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—T. J. Potter, Chicago, Illinois.
Vice-President—J. C. Osgood, Ottumwa, Iowa.
Secretary—C. M. Schenck, Ottumwa, Iowa.
Treasurer—Lyman Cook, Burlington, Iowa.
General Manager—J. C. Osgood, Ottumwa, Iowa.
General Superintendent—J. A. Kebler, Kirkville, Iowa.
Chief Engineer—J. A. Kebler, Kirkville, Iowa.
Auditor—D. A. Telfer, Ottumwa, Iowa.
Attorney—William McNett, Ottumwa, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

T. J. Potter, Chicago, Illinois.
J. C. Osgood, Ottumwa, Iowa.
C. M. Schenck, Ottumwa, Iowa.
Lyman Cook, Burlington, Iowa.
H. B. Scott, Burlington, Iowa.

Date of annual meeting of stockholders, the first Monday in June.
Fiscal year of company ends March 31st.
General offices of the company are located at Ottumwa, Iowa.

STATE OF IOWA, }
COUNTY OF WAPELLO. } ss.

J. C. Osgood, Vice-President and Manager, and C. M. Schenck, Secretary, of the Ottumwa & Kirkville Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of

the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

Signed, J. C. OSGOOD.

[L. S. OF R. R.] C. M. SCHENCK.

Subscribed and sworn to before me, this 24th day of September, A. D. 1883.

GEO. GRISWOLD,

[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads this 25th day of September, A. D. 1883.

E. G. MORGAN,

Secretary of Board of Railroad Commissioners.

REPORT

OF THE

PRAIRIE DU CHIEN & McGREGOR RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association...$	100,000.00	
Amount authorized by vote of the company.....	100,000.00	
Amount issued, number of shares 1,000; amount paid in..		100,000.00
Amount of common stock issued.....$	100,000.00	
Total amount paid in as per books of the company.....$		100,000.00
Amount of stock per mile of road.....$	50,000.00	
Amount of stock representing the road in Iowa...	12,500.00	
Amount of stock held in Iowa.....	None.	
Total number of stockholders.....	5	

DEBT.

(None.)

COST OF ROAD AND EQUIPMENT.

Total expended for construction during year*.....$	37,979.47

*The above amount, $37,979.47 was expended during the year ending June 30, 1883, in renewing and repairing the bridge. There was no increase of mileage.

GENERAL EXHIBIT.

Total earnings	$ 56,251.00	
Total expenses, including taxes	66,668.87	
Net earnings; loss		$ 10,417.87
Rentals, specifying amount paid to each company		
Dividends declared (per cent)		
Balance for the year; loss	$ 10,417.87	
Balance at commencement of the year		
Balance at the close of the year, June 30, 1883		
Income from other sources than earnings	None.	
Total income from all sources during the year		

ANALYSIS OF EARNINGS.

Total income from all sources	$ 56,251.00
Proportion of income for Iowa	7,031.38

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Total	$ 37,979.47

CLASS 3—CONDUCTING TRANSPORTATION.

Total	$ 19,255.70

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 8,400.00
Taxes in Iowa	$ 92.25	
Taxes in other States	941.45	
Taxes taxes		1,033.70
Total		$ 9,433.70

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$ 37,979.47
Maintenance of motive power and cars		
Conducting transportation		19,255.70
General expenses, including taxes		9,433.70
Total operating expenses and taxes		$ 66,668,87
Operating expenses and taxes per mile of road	$ 33,334.44	
Proportion of operating expenses and taxes for Iowa		8,333.61

GENERAL RECAPITULATION.

Total income	$ 56,251.00	
Total operating expenses and taxes	66,668.87	
Net income above operating expenses and taxes; loss		$ 10,417.87

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Cost of bridge	$ 100,000.00

CREDIT.

Capital stock	$ 100,000.00

DESCRIPTION OF ROAD.

Length of main line of road from Prairie du Chien to North McGregor	2
Length main line of road in Iowa	¼
Length main line of road in Wisconsin	1¾

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—John Lawler, Prairie du Chien, Wisconsin.
Secretary—Jno. D. Lawler, Prairie du Chien, Wisconsin.
Treasurer—Jno. D. Lawler, Prairie du Chien, Wisconsin.

DIRECTORS, NAME AND ADDRESS.

John Lawler, Prairie du Chien, Wisconsin.
John D. Lawler, Prairie du Chien, Wisconsin.
Thos. C. Lawler, Prairie du Chien, Wisconsin.
Daniel W. Lawler, Prairie du Chien, Wisconsin.
James Lawler, Prairie du Chien, Wisconsin.

Date of annual meeting of stockholders, November 9.
Fiscal year of company ends June 30.
General offices of the company are located at Prairie du Chien, Wisconsin.

STATE OF WISCONSIN, }
COUNTY OF CRAWFORD. } ss.

J. D. Lawler, Secretary and Treasurer of the Prairie du Chien & McGregor Railway Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of thi company, and having carefully examined the same, declares them to be a

true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of his knowledge and belief.

(Signed),

]L. S. OF R. R.] J. D. LAWLER,
Secretary and Treasurer.

Subscribed and sworn to before me, this 14th day of September, A. D. 1883.

[L. S.] THOS. C. LAWLER,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 18th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

SIOUX CITY & PACIFIC RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association....	$ 6,000,000.00	
Amount authorized by vote of the company.....	2,068,400.00	
Amount issued, number of shares, 20,684; amount paid in....		$ 2,068,400.00
Amount of common stock issued.....		1,899,400.00
Amount of preferred stock issued, and conditions of preferment.....		169,000.00
Interest 7 per cent per annum, payable semi-annually, on April 1st, and October 1st, and secured by first mortgage on road between Missouri Valley and California Junction, Iowa.		
Total amount paid in as per books of the company.....		$ 2,068.400.00

Amount of stock per mile of road..... $	19,255.26
Amount of stock representing the road in Iowa	1,530.700.00
Amount of stock held in Iowa.....	29,800.00
Total number of stockholders.....	84
Number of stockholders in Iowa.....	10

DEBT.

Funded debt as follows:		
First mortgage bonds, due January 1, 1898, rate of interest, 6 per cent		$ 1,628,000.00
Interest paid on same during the year		
U. S. subsidy second mortgage bonds, due January 1, 1898, rate of interest, 6 per cent		1,628,320.00
Interest paid on same during the year		
Equipment bonds, due March 1, 1896, interest 6 per cent		519,000.00
Total amount of funded debt		$ 3,775,320.00
Total amount of floating debt		2,112,597.45
Contingent liability as guarantor of bonds or debts of other roads:		
This company in connection with the companies owning the line from Chicago to Missouri Valley, Iowa, has agreed to contribute an amount necessary in addition to the rental of the extensions of the Fremont, Elkhorn & Missouri Valley Railroad west of Wisner, Nebraska, to meet the interest on the bonds of such extensions issued for the actual cost thereof, in proportion to the earnings of the contributing lines derived from such extensions.		
Total amount of debt liabilities		$ 5,887,917.45
Amount of debt per mile of road	$ 54,812.11	
Total amount of stock and debt	7,956,317.45	
Amount of stock and debt per mile of road	74,067.37	

COST OF ROAD AND EQUIPMENT.

Cost of road and equipment	
Total cost of road and equipment	$ 5,459.897.46
Average cost of road and equipment per mile (107,42 miles)	50,827.57
Proportion of cost of road and equipment for Iowa	4,094,302.98
Average cost of road and equipment per mile in Iowa (80.47 miles)	50,879.86

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Bridging and masonry	$ 48.52
Superstructure, including rails	4,306.83
Land, land damages, and fences	18,312.89
Passenger and freight stations, coal sheds, and water stations	6,454.84
Machine shops, including machinery and tools	1,743.11
Total for construction	$ 30,866.19

EQUIPMENT.

Total for equipment	$	3,049.09
Total expenditure charged to property accounts	$	33,915.28
Property sold (or reduced in valuation on the books) and credited property accounts during the year (specifying same):		
Amount refunded account land damages of previous years	$	677.00
Net addition to property account for the year		33,238.28

GENERAL EXHIBIT.

Total earnings	$	1,061,861.02
Total expenses, including taxes		827,947.13
Net earnings		233,913.89
Rentals, specifying amount paid to each company		138,308.23
Fremont, Elkhorn & Missouri Valley Railroad		
Interest accruing during the year		238,441.21
Interest paid during the year		140,742.01
Interest on funded debt		195,379.20
Interest paid on funded debt		97,680.00
Interest on floating debt		43,062.01
Interest paid on floating debt		43,062.01
Dividends declared (7 per cent); interest paid on preferred stock secured by mortgage		11,830.00
Balance for the year (deficit)		148,546.88
Interest falling due during the year and not paid		97,699.20
Floating debt liquidated during the year		274,189.76
Balance at commencement of the year (deficit)		1,467,967.80
Balance at the close of the year, June 30, 1883 (deficit)		1,616,514.68
Income from other sources than earnings		6,113.67
Total income from all sources for the year	$	1,067,974.69

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 173,801.63	
From through passengers	133,188.68	
From all passengers		$ 306,990.31
From express and baggage		18,491.34
From mails		30,888.22
From other sources, passenger department		720.00
Total earnings, passenger department		$ 357,089.87
Earnings per train mile run [215,150 miles]	$ 1.65.97	
Earnings, freight:		
From local	$ 199,154.74	
From through	476,854.71	
From other sources, freight department	1,071.04	
Total earnings, freight department		$ 677,026.49
Earnings per train mile run (312,006 miles)	$ 2.17	
Total transportation earnings		$ 1,034,116.36
Earnings per train mile run, from all trains earning revenue (527,156 miles)	$ 1.96.17	
Earnings per mile of road operated (411.91 miles)	2.510.54	
Proportion of earnings for Iowa		389,919.70
Rents received for use of stations, etc		5,444.64
Car mileage (credit balances)		13,335.16
Income from all other sources		8,964.86
Total income from all sources		$ 1,061,861.02
Proportion of income for Iowa	$ 410,589.50	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 119,377.45
Renewal of rails (No. tons laid: steel, 1,004; iron, 1,089)	71,280.93
Renewal of ties (number laid 81,330)	49,158.96
Repairs of bridges, including culverts and cattle-guards	17,712.38
Repairs of fences, road-crossings and signs	1,832.54
Repairs of buildings, stations and water-tanks	18,733.52
Total	$ 278.095.78

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 38,439.17
Repairs of passenger cars	19,258.00
Repairs of freight cars	29,504.95
Total	$ 87.202.12

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$ 86,954.29
Water supply	7,207.60
Oil and waste	6,077.75
Locomotive service	50,836.68
Passenger train service	11,363.23
Passenger train supplies	2,520.59
Mileage of passenger cars (debit balance)	551.65
Freight train service	27,909.01
Freight train supplies	2,708.43
Telegraph expenses (maintenance and operating)	10,461.75
Damage and loss of freight and baggage	789.08
Damages to property and cattle	3,345.11
Personal injuries	4,201.85
Agents and station service	48,528.01
Station supplies	6,939.91
Total	$ 270,394.94

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 33,777.02
Legal expenses		5,918.77
Insurance		5,800.26
Stationery and printing		7,858.81
Outside agencies and advertising		5,914.79
Contingencies		7,960.45
Expense of ferry		73,048.18
Taxes in Iowa	$ 10,841.89	
Taxes in other States	41,134.12—Total taxes,	51,976.01
Total		$ 192,254.29

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$ 278,095.78
Maintenance of motive power and cars		87,202.12
Conducting transportation		270,394.94
General expenses, including taxes		192,254.29
Total operating expenses and taxes		$ 827,947.13
Operating expenses and taxes per mile of road	$ 2,010.00	
Operating expenses and taxes per train mile run, for trains earning revenue (527,156 miles)	1.57.06	
Proportion of operating expenses and taxes for Iowa		271,738.06
Percentage of expenses and taxes to income	77.97	

GENERAL RECAPITULATION.

Total income		$ 1,061,861.02
Total operating expenses and taxes		827,947.13
Net income above operating expenses and taxes		233,913.89
Net income above operating expenses, taxes, interest, and rental		Deficit.
Gross income per train mile run (527,156 miles)	$2.01.43	
Net income per train mile run (527,156 miles)	0.44.37	
Percentage of net income to stock and debt	2.94	
Percentage of net income to cost of road and equipment	4.28	

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

(Accounts show deficit.)

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Construction and equipment	$ 5,459,897.46
Equipment trust	519,000.00
Bond of this company	500.00
Cash	50,779.27
Due from agents, companies and individuals	117,248.39
Due from U. S. government for transportation	110,017.80
Material and supplies	82,359.85
Profit and loss (balance)	1,616,514.68
	$ 7,956,317.45

CREDIT.

Capital stock	$ 2,068,400.00
Funded debt	3,775,320.00
Floating debt:	
Interest unpaid	1,548,016.20
Notes payable	321,535.00
Vouchers and accounts	243,046.25
	$ 7,956,317.45

DESCRIPTION OF ROAD.

Length main line of road from Missouri Valley, Iowa, to Sioux City, Iowa, 75.65 miles; from California Junction to Fremont, Neb., 31.77 miles		107.42
Length main line of road in Iowa, miles		80.47
Length main line of road in Nebraska, miles		26.95
Total length of road belonging to this company, miles		107.42
Aggregate length of sidings and other tracks not above enumerated, miles		16.35
Same in Iowa		11.21
Aggregate length of track, computed as single track, exclusive of sidings, miles		107.42
Same in Iowa		80.47
Total length of iron rails in tracks in Iowa, exclusive of sidings, miles		80.47
Weights per yard, iron, 56 pounds.		
Gauge of track, 4 feet, 8½ inches.		

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:		
Fremont, Elkhorn & Missouri Valley Railroad.		
Main line, Fremont to Long Pine, Nebraska; main line, Fremont to Valentine, Nebraska, miles		269.06
Branch line, Norfolk Junction to Creighton, Nebraska		42.06
Total length of above roads in Nebraska		311.12
If any part of the road was first opened for operation during the past year state the date:		
July 10, 1882, miles	49.73	
April 8, 1883, miles	7.02	
Total miles of road operated by this company		418.54
Total miles of road operated by this company in Iowa		80.47

STATIONS.

Number of stations on all roads owned by this company	16
Same in Iowa	12
Number of stations on all roads operated by this company	50
Same in Iowa	12
Number of telegraph offices in stations in Iowa	11

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	960
Same in Iowa	Cannot state.
Amount paid employes, including officials, on all roads operated by this company	$ 434,085.57
Same in Iowa	Cannot state.

BRIDGES IN IOWA.

	No.	Aggregate Length.
Combination bridges over 100 feet in length	2	340
Combination bridges under 100 feet in length	1	75
Wooden trestle and pile	67	6,058

CATTLE GUARDS.

Number in Iowa	182

RENEWALS OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)	62,023
Give the average number of years the trestle and pile bridges last on your road in Iowa	12
Give the average number of years that wooden truss bridges last on your road in Iowa	10

ROAD-BED AND TRACK.

Number of track sections in Iowa	12
Average length of sections, miles	6 7-10
Average number of men in each section gang	7
Number of new ties laid in track during the year in Iowa	42,735
Average number of new ties per mile of road	531
New rails laid in track during the year in Iowa—iron (1,089 76-120 tons), miles	10.83
Total track laid with new rails during the year in Iowa, miles.	10.83
What is the average number of years that iron rails last in your track on main line in Iowa	14
What is the average number of years that steel rails last in your track on main line in Iowa?	No steel rails.
What is the average number of years that ties last in your track in Iowa	7

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?
Chicago, St. Paul, Minneapolis & Omaha Railroad at Sioux City.
Illinois Central Railroad at Sioux City.

Number of highway crossings at grade	100
Number of highway crossings at which there are flagmen, at Missouri Valley	1

FENCING IN IOWA.

How many miles of fencing have you on your road	117.27
What is the average cost per rod, cents	59
What is the total cost of same	$ 22,140.57
How many miles of new fencing have you built during the year	60.40
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Harison county	.58
Total miles	.58

ROLLING STOCK.

	Leased.	Owned.	Total.
Number of locomotives	16	12	28
Number of passenger cars	7	8	15
Number of baggage, mail and express cars	5	5	10
Number of box freight cars	300	89	389
Number of stock cars	190	20	210
Number of platform and coal cars	100	46	146
Number of other cars		15	15
Total	602	183	785

Maximum weight of locomotives and tenders, tons	45
Average weight of locomotives and tenders, tons	40
Number of locomotives equipped with train brake	9
Kind of brake, Westinghouse automatic.	
Maximum weight of passenger cars, tons	23
Average weight of passenger cars, tons	19
Number of cars equipped with train brake	25
Kind of brake, Westinghouse.	
Number of passenger cars equipped with Miller platform and buffer (including baggage, mail, express and office cars)	26
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight; weight of engine, 32 tons	255

MILEAGE TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	215,150
Miles run by freight trains during the year	312,006
Miles run by switching trains during the year	287,045
Miles run by other trains during the year	15,862
Total train mileage	830,063

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	3.2
Average weight of passenger trains, exclusive of passengers, tons	118
Average number of cars in freight trains	15
Average weight of freight trains, exclusive of freight, tons	208

PASSENGER TRAFFIC.

Number of through passengers carried	54,871
Number of local passengers carried	133,285
Total number of passengers carried	188,156
Total passenger mileage, or passengers carried one mile	9,385,080
Average distance traveled by each passenger, miles	49.9
Average amount received from each passenger	$ 1.63.1
Highest rate of fare per mile for any distance, cents	4.
Lowest rate of fare per mile for any distance, cents	1.5
Average rate of fare per mile for all passengers, cents	3.27

FREIGHT TRAFFIC.

Number of tons of through freight carried	249,222
Number of tons of local freight carried	145,685
Total tons of freight carried	394,940
Total mileage of through freight (tons carried one mile)	19,560,590
Total mileage of local freight (tons carried one mile)	10,109,103
Total freight mileage, or tons carried one mile	10,109,103
Average rate per ton per mile received for through freight, cents	2.44
Average rate per ton per mile received for local freight, cents	1.97
Average rate per ton per mile received for all freight, cents	2.28
Average rate per ton per mile received from freight to and from other roads, cents	2.44
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa. (This should not include fuel or any material for the use of the road), per cent.	5.41

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	1,433,219
Number of miles run by loaded freight cars west and north	2,173,588
Number of miles run by empty freight cars east and south	1,276,942
Number of miles run by empty freight cars west and north	486,463
Total freight car mileage	5,370,112

Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	47.1
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	18.3

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	22.19
Rate of speed of freight trains, including stops, miles per hour.	10.75

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	96,242	22.3
Flour	5,120	1.3
Provisions (beef, pork, lard, etc.)	13,215	3.3
Animals	47,403	12.0
Other agricultural products	1,943	.5
Lumber and forest products	78,822	20.0
Coal	20,810	5.3
Plaster, lime and cement	3,893	1.0
Salt	3,921	1.0
Stone and brick	54,470	13.8
Manufactures—articles shipped from point of production	5,292	1.3
Railroad construction material	12,449	3.2
Merchandise, and other articles not enumerated above	51,360	13.0
Total tons carried	394,940	100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	36,956	15.7
Flour	2,624	1.1
Provisions (beef, pork, lard, etc.)	10,435	4.4
Animals	20,619	8.8
Other agricultural products	894	.4
Lumber and forest products	66,021	28.0
Coal	17,090	7.3
Plaster, lime, and cement	2,990	1.3
Salt	3,690	1.5
Stone and brick	37,291	15.8
Manufactures—articles shipped from point of production	4,046	1.7
Construction material	1,356	.5
Merchandise, and other articles not enumerated above	31,794	13.5
Total tons carried	235,806	100

TONNAGE CROSSING THE MISSOURI RIVER BY FERRY NEAR BLAIR, NEB., FOR THE YEAR ENDING JUNE 30, 1883.

East bound number of tons	89,615
West bound number of tons	85,787
Total tons	175,402

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot or at the office of such express company? American Express Company. One and one half first-class rates on all packages weighing in excess of twenty pounds, except on fresh fish, oysters, fruit, vegetables, butter, eggs, poultry, game, coarse furs, and beer, on which we receive first-class rates.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? Cars of all transportation companies are allowed to run over lines of this company, receiving regular mileage. No preference and no contract.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Sleeping-cars are run between Missouri Valley and Sioux City on through trains between St. Paul and Kansas City, and Chicago and Sioux City. Pullman cars are run on the Kansas City train and Wagner cars on the Chicago train. Additional charges on St. Paul train between Council Bluffs or Missouri Valley and Sioux City, $1.50; St. Paul $2.00; on Wagner car between Chicago and Sioux City, $3.00. For seat between Missouri Valley and Sioux City fifty cents.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. To Chicago, St. Paul, Minneapolis & Omaha Railway Company for Pullman sleepers, on Kansas City train, mileage three cents per mile, $1,644.30. To Chicago & Northwestern Railway Company, mileage on Wagner sleepers, on Chicago train, two cents per mile, $970.10.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? The U. S. government withholds all compensation for mail service. The amount charged the government for mail service in Iowa is $10,231.02 per annum.

What amount have you paid for receiving and delivering mail to and from stations on your road? $492.60.

TELEGRAPH.

How many miles of telegraph are owned by your company? The Western Union Telegraph Company operates the telegraph line on this company's road (107.42 miles) under a contract for 25 years from April 1, 1871.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own?

LANDS—CONGRESSIONAL GRANT.

No change since report for 1878.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

KILLED.

DATE.		NAME AND OCCUPATION	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1883.				
January	16	Peter Morgan, citizen	Sioux City	Trespasser (subject to fits); carelessness.
March	31	Joseph Burns, citizen	Missouri Valley	Trespasser; carelessness.

INJURED.

1882.				
August	5	James Zuver, employe	Modale	Fell from car; carelessness.
October	3	S. Frederick, employe	Missouri Valley	Long timbers on flat car; carelessness.
December	3	W. P. Buell, employe	California Junction	Coupling; carelessness.
December	5	S. Henry, employe	California Junction	Foot caught under pilot of engine; carelessness.
1883.				
March	8	F. P. Anders, employe	Missouri river	Blocking car in motion; carelessness.
April	7	P. Anders	Between Sioux City and Sergeant's Bluff	Caught by bridge while riding on top of high car; carelessness.
April	19	H. H. Harlow, employe	Sioux City	Jumping from engine; carelessness.
May	1	John Gilchrist, employe	Ferry at Missouri river	Foot slipped; carelessness.
May	8	Peter Robinson, employe	Ferry at Missouri river	Struck by stick of timber; accidental.
May	22	S. C. Henry, employe	California Junction	Coupling; carelessness.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Coupling cars					2	
Falling from trains					1	
Getting on and off trains					1	
Miscellaneous					5	
Overhead obstructions					1	
Trespassers on track			2			
Total			2		10	

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	2
Number of persons injured during the year	10
Number of casualties purely accidental during the entire year	1
Number resulting from lack of caution, carelessness, or misconduct	11
Number of persons killed or injured while intoxicated	None.
Number of trespassers on track killed or injured	2

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Oliver Ames, Boston, Mass.
Vice-President—D. C. Blair, Belvidere, N. J.
Secretary—P. E. Hall, Cedar Rapids, Iowa.
Treasurer—David P. Kimball, Boston, Mass.
Assistant Treasurer—J. Van Deventer, Cedar Rapids, Iowa.
General Manager—P. E. Hall, Cedar Rapids, Iowa.
General Superintendent—C. M. Lawler, Missouri Valley, Iowa.
Superintendent—J. S. Wattles, Missouri Valley, Iowa.
Chief Engineer—J. E. Ainsworth, Missouri Valley, Iowa.
Superintendent of Telegraph—For Iowa, A. D. Peck, Missouri Valley, Iowa; for Nebraska, J. F. McClintock, Blair, Nebraska.
Auditor—Henry V. Ferguson, Cedar Rapids, Iowa.
General Passenger Agent—J. R. Buchanan, Missouri Valley, Iowa.
General Freight Agent—K. C. Morehouse, Missouri Valley, Iowa.
Attorneys—E. S. Bailey, Clinton, Iowa; Joy & Wright, Sioux City, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Fred. L. Ames, North Easton, Mass.
Oliver Ames, North Easton, Mass.
John I. Blair, Blairstown, N. J.
D. C. Blair, Belvidere, N. J.
James Blair, Scranton, Penn.
Wm. T. Glidden, Boston, Mass.
P. E. Hall, Cedar Rapids, Iowa.
David P. Kimball, Boston, Mass.
Horace Williams, Clinton, Iowa.
Date of annual meeting of stockholders, third Wednesday in May.
Fiscal year of company ends, December 31st.
General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA, }
COUNTY OF LINN. } ss.

F. E. Hall, General Manager, and Henry V. Ferguson, Auditor, of the Sioux City & Pacific Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

Signed, P. E. HALL,
HENRY V. FERGUSON.

Subscribed and sworn to before me, this 14th day of September, A. D. 1883.

[L. S.] CHARLES H. CLARK.
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

WABASH, ST. LOUIS & PACIFIC RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

GENERAL EXHIBIT FOR THE YEAR.

Total income		$ 17,232,981.89
Total expenses, including taxes		11,996,385.70
Net income		5,236,596.19
Rentals, (specifying amount paid to each company)		1,238,357.65
Miscellaneous income charges		876,639.90
Interest on funded debt		3,635,230.74
Balance for the year (deficit)		513,632.10
Interest falling due during the year (not paid)		
Balance at commencement of year as so charged (deficit)		2,918,497.53
Balance June 30, 1883 (deficit)	$ 3,432,129.63	

ANALYSIS OF EARNINGS.

Earnings, passenger:	
From local and through passengers	$ 3,991,209.54
From express and extra baggage	588,032.55
From mails	372,149.46
From other sources, passenger department	26,902.56
Total earnings, passenger department	$ 4,978,394.11
Earnings, freight:	
From local and through freight	$ 11,918,762.61
From other sources, freight department	25,302.54
Total earnings, freight department	$ 11,944,065.15
Total transportation earnings	16,922,459.26
Rents for use of road	99,724.42
Income from all other sources	210,798.21
Proportion for Iowa, total income (383.90 miles)	1,899,763.10
Earnings per mile of road operated (3,482.4 miles)	4,948.59
Total income from all sources	$ 17,232,981.89

Receipts from passenger trains per train mile run (5,063,495 miles) ..... $ 0.98

Receipts from freight trains per train mile run (9,065,908 miles) ..... $ 1.32

ANALYSIS OF EXPENSES.

Salaries of general officers and clerks		$ 818,007.33
Legal expenses		77,618.63
Insurance		22,351.90
Stationery and printing		110,469.05
Outside agencies and advertising		266,411.38
Contingencies and miscellaneous		562,404.08
Repairs of bridges (including culverts and cattle-guards)		551,986.09
Repairs of buildings and rent		410,158.06
New buildings (charged to expenses)		16,483.89
Repairs of fences, road-crossings and signs		85,800.95
Renewal of rails		278,137.29
(No. tons laid, steel, 8,369.)		
(No. tons laid, iron, 4,916.)		
Renewal of ties		419,210.06
(No. laid, 650,000.)		
Repairs of road-bed and track		1,601,367.81
Repairs of locomotives		769,070.35
Fuel for locomotives		982,175.03
Water supply		117,771.81
Oil and waste		98,839.92
Locomotive service, salaries and wages		1,410,531.60
Repairs of passenger cars		252,727.21
Passenger train service, salaries and wages		244,974.22
Passenger train supplies		56,614.45
Mileage passenger cars (debit balances)		40,712.94
Repairs of freight cars		863,688.37
Freight train service, salaries and wages		668,896.33
Freight train supplies		169,843.33
Mileage freight cars (debit balances)		103,854.28
Telegraph expenses		344,615.53
Loss and damage, freight and baggage		88,301.75
Loss and damage, property and cattle, including losses by fire.		127,575.37
Personal injuries		106,061.01
Agents and station service, salaries and wages		1,270,886.52
Station supplies		47,624.64
		$ 12,985,170.28
Less items charged to operating expenses, Jan. 1, 1882, to Oct. 31, 1882, transferred to improvement account		1,092,652.69
Total operating expenses		$ 11,892,517.59
Taxes in Iowa	$ 17,784.05	
Taxes in other States		103,868.11
Total operating expenses and taxes		$ 11,996,385.70

RECAPITULATION OF EXPENSES.

Total expenses of operating the road (embraced in classes 1, 2, 3 and 4)		$ 11,996,385.70
Proportion for Iowa	$ 1,322,481.75	
Per mile of road operated	3,444.86	
Per train mile for passenger, freight and mixed trains (14,320,802 miles)	$ 0.83.8	
Expense of running and management of passenger trains		990,727.11
Expense of running and management of passenger trains, per train mile, cents	19.6	
Expense of running and management of freight trains		2,909,652.40
Expense of running and management of freight trains, per train mile, cents	31.4	
Percentage of expenses to earnings	69.61	
Net earnings per train mile (14,320,802 miles)	36.6	

GENERAL RECAPITULATION.

Total earnings		$ 17,232,981.89
Total operating expenses		11,996,385.70
Earnings above operating expenses		$ 5,236,596.19
Percentage of net earnings to stock and debt	4	
Percentage of net earnings to cost of road and equipment	4.496	

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading and masonry	$ 12,050.67
Bridging	467,550.42
Superstructure (including rails)	157,037.94
Land, land damages and fences	75,979.24
Passenger and freight stations, coal-sheds and water stations	102,037.10
Engine-houses, car-sheds, turntables, machine shops (including machinery and tools)	46,364.10
Engineering, agencies, salaries and other expenses during construction	10,138.51
Additional side tracks	77,944.81
Total for construction	$ 949,102.79
Locomotives	20,641.50
Tools and machinery	3,687.00
Passenger, mail and baggage cars	5,298.10
Freight and other cars	76,278.01
Total for equipment	$ 105,904.61
Other expenditures charged to property account (specifying same):	
Expenditures on account of construction and purchase of branches	$ 7,454,168.08
Total expenditures charged to property accounts	$ 8,509,175.48
Net addition to property account for the year	$ 8,509,175.48

SURPLUS.

(None.)

BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

ASSETS.

Construction account / Equipment account — Cost of road, equipment, and appurtenances		$116,483,557.83
Other permanent investments (as follows)		9,290,572.73
Lands in Des Moines, Iowa	$ 300,000.00	
Investments and securities on hand	8,590,572.73	
Wabash line steamers	400,000.00	
Profit and loss balance		3,432,129.63
Total		$129,206,260.19

LIABILITIES.

Capital stock		$ 50,346,000.00
Funded debt		70,724,224.15
Unfunded debt (as follows)		8,136,036.04
Notes payable	$ 5,899,067.76	
Vouchers and accounts	2,236,968.28	
Total liabilities		$129,206,260.19

MILEAGE, TRAFFIC, ETC.

Passenger-train mileage	5,063,495
Freight-train mileage	9,065,908
Switching-train mileage and construction	4,521,963
Other train mileage	191,399
Total train mileage	18,842,765
Total number of passengers carried	4,050,763
Passenger mileage (passengers carried one mile)	159,639,514
Total tons of freight carried	5,792,537
Total tons freight carried one mile	1,254,965,036
Average weight of passenger trains (exclusive of passengers) pounds	80,400
Average number of cars in passenger trains	4
Average weight of freight trains exclusive of freight) pounds	470,000
Average number of cars in freight train	19.5
Average number of persons employed	13,244
Rate of speed of passenger and express trains, including stops, miles per hour	30
Rate of speed of freight trains, including stops, miles per hour	12

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	1,441,868	24.89
Flour	179,618	3.10
Animals	350,167	6.05
Other agricultural products	128,996	2.23
Lumber and forest products	800,560	13.82
Coal	968,510	16.72
Petroleum and oil	53,059	0.91
Railroad iron—iron and steel rails	138,374	2.39
Other iron and castings	30,480	0.53
Ores	22,093	0.38
Stone and brick	143,535	2.48
Manufactures—articles shipped from point of production	182,683	3.15
Merchandise, and other articles not enumerated above	1,352,594	23.35
Total tons carried	5,792,537	100

DESCRIPTION OF ROAD.

Length of main line of road from Toledo to Kansas City *via* St. Louis		707.90
Length of line with track laid		3,482.40
Branches owned by company:		
From Decatur to Camp Point	129.2	
Bluffs to East Hannibal	48.4	
Maysville to Pittsfield	6.2	
Clayton to Elvaston	34.5	
Edwardsville to Edwardsville Crossing	8.5	
Detroit to Butler	109.6	
Michigan City to Indianapolis	161.	
Attica to Covington	14.5	
West Lebanon to Leroy	76.	
Tilton to St. Francisville	108.7	
Vincennes to Cairo	156.5	
Pekin to Jacksonville	72.9	
Springfield to Havana	44.1	
Bates to Grafton	71.4	
Auburn Junction to Strawn	91.	
Streator to Fairbury	31.1	
Strawn Junction to Altamont	116.8	
Shumway to Effingham	8.5	
Champaign to Havana	100.3	
White Heath to Decatur	29.7	
Champaign to Sidney	11.6	
St. Louis Levee to Ferguson Junction	10.1	
Glasgow to Salisbury	15.	
Moberly to Coatesville	87.6	
Pattonsburg to Council Bluffs	143.	
Roseberry to Clarinda	21.5	
Alexandria to Humeston	126.	
Relay to Albia	24.	
Des Moines to Clive	7.	
Clive to Fonda	107.9	
Albia to Des Moines	67.3	
Total length of branches owned by company		2,039.90
Total length of branches owned in Iowa		338.20
Total length of road belonging to this company		2,747.80
Aggregate length of sidings and other tracks not above enumerated		126.00
Same in Iowa		23.40
Aggregate length of track, computed as single track		2,747.80
Same in Iowa		338.20

Total length of steel rails in tracks in Iowa	41.00
Total length of iron rails in tracks in Iowa	263.00

(Weights per yard, steel, 59 pounds.)
(Weights per yard, iron, 60 pounds.)
Gauge of track, 4 feet 8½ inches.

ROADS AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:

From Camp Point to Quincy	21.5
Detroit Depot Tracks	3.9
Butler to Logansport	93.
Hollis to Pekin	2.3
Chicago to Auburn Junction	7.7
State Line to Peoria	110.9
Peoria to Hollis	7.7
Hollis to East Keokuk	103.8
Hamilton to Warsaw	5.
La Harpe to Iowa	10.4
Iowa to East Burlington	8.3
Centralia to Columbia	21.8
Coatesville to Ottumwa	43.4
Brunswick to Chillicothe	38.
Chillicothe to Pattonsburg	41.7
North Lexington to St. Joseph	76.2
West Quincy to Trenton	134.
Keokuk to Buena Vista	2.7
Buena Vista to Alexandria	2.3
Total length of above roads	734.60
Total length of above roads in Iowa	45.70
Total miles of road operated by this company	3,482.40
Total miles of road operated by this company in Iowa	383.90
Number of stations in Iowa on all roads operated by this company	74
Number of telegraph offices in same	56

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	13,244
Same in Iowa	1,460
Number of locomotives	584
Number of passenger cars	196
Number of baggage, mail, and express cars	131
Number of parlor sleeping cars and dining cars (included in "other cars" below)	
Number of freight cars (basis of 8 wheels)	19,375
Number of other cars	29
Total cars	19,733

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? Pacific Express Company.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? Merchants' Despatch Transportation Co., Erie and North Shore Despatch, Hoosac Tunnel Line, Red Line, Canada Southern Line, Star Union Line, Great Eastern Line, National Despatch, Continental Line, Blue Line, Erie and Pacific Despatch, Great Western Despatch.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each?

American Refrigerator Transit Co.	$ 15,023.88
Anderson Refrigerator Co.	26.86
Anheuser Brewing Co.	57.87
Barclay Coal and Mining Co.	.18
Blue Line	2,767.61
C. C. Comstock	910.23
Coal Run Coal Co.	10.14
S. Cupples & Co.	566.75
Cutler & Savidge	19.58
Empire Line	107.83
Erie & Chicago Car Co.	885.90
Erie & North Shore Despatch	26,062.76
Erie & Pacific Despatch	1,262.24
Fish Bros. & Co.	44.64
N. K. Fairbanks	191.45
Great Western Despatch	687.72
William P. Gallup	313.20
Hoosac Tunnel Line	1,012.23
John Hurd	31,347.02
J. H. Hilt & Co.	2,069.33
George H. Hull & Co.	11.24
Joliet Steel Co.	24.37
James F. Joy and William Rotch	25,510.57

Thomas D. Kingan	$	1,002.27
W. J. Lemp		182.27
Mitchell, Lewis & Co		12.08
Merchants Despatch Transportation Co		15,064.18
J. C. McGrew		588.75
Menasha Wooden Ware Co		18.72
Marshall Car Co		22,272.79
Michigan Car Co		3,410.05
Mazeppa Milling Co		13.26
D. W. Parker		8.93
W. P. Rend		14.12
D. A. Richardson		403.52
St. Louis Car Loaning Co		11,594.57
South Shore Line		636.25
Standard Oil Co		3,237.97
St. Louis Refrigerator Co		1,701.46
Streator Coal Co		127.19
Tiffany Refrigerator Co		2.05
Texas Continental Transportation Co		.64
United States Rolling Stock Co		126.39
Union Line		9,027.43
Vermillion Coal Co		281.90
White Line		7,521.42
Wells, French & Co		54.98
Wilson & Co		263.63
	$	180,484.37
Less credits (below)		44,358.12
Total	$	136,126.25

CREDITS.

Canada Southern Line	$	23,949.69
Fall Brook Coal Co		.54
Great Eastern Line		5,918.53
Green Line Clearing House		41.22
National Despatch Line		1,043.45
Railway Clearing Association		1,925.38
Red Line Transit Co		11,477.01
Southern Railway and Ship Association		2.30
Total	$	44,358.12
Total amount paid	$	136,126.25

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are the owned, and what charges are made in addition to regular passenger rates? Pullman, Wagner, and Woodruff sleeping cars; Wabash, St. Louis & Pacific dining cars; Wabash, St. Louis & Pacific chair cars.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement made by which these cars are run on your road, the terms, and who receives the earnings. Pullman Palace Car Company, $48,263.44 for the year ending June 30, 1883; Wagner Sleeping Car Company, $163.96 for the year ending June 30, 1883.

UNITED STATES MAIL.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service? For the year ending June 30th, 1883, $347,280.53.

COST OF ROAD AND EQUIPMENT.

Total expended for construction and purchase of branches for the year	$ 8,403,270.87
Average cost of construction per mile of road, not including sidings (3,482.4 miles)	
Proportion of cost of construction for Iowa (383.9 miles)	

COST OF EQUIPMENT.

Locomotives	$ 20,641.50
Passenger, mail, and baggage, cars	5,298.10
Freight and other cars	76,278.01
Machinery and tools	3,687.00
Total for equipment for the year	$ 105,904.61
Average cost of equipment per mile of road operated by company (3,482.4 miles)	$ .....
Proportion of cost of equipment for Iowa (383.9 miles)	.....

COST OF ROAD AND EQUIPMENT:

Total cost of road, equipment, and appurtenances	$116,483,557.83
Average cost of same per mile	33,449.22
Proportion of same for Iowa (383-9 miles)	12,841,155.55
Maximum weight of locomotives in working order, standard, pounds	80,000
Maximum weight of locomotives in working order, narrow gauge, pounds	40,000

Seven per cent scrip certificates, from February 1st, 1877	$ 379,178.65
Rolling stock certificates	
First mortgage bonds, Hannibal & Naples Railroad, 7 per cent	500,000.00
First mortgage bonds, Champaign, Havana & Western Div., six per cent	1,210,000.00
First mortgage bonds, Chicago Division, 5 per cent	4,500,000.00
First mortgage bonds, Havana, Rantoul & Eastern Railroad, 7 per cent	300,000.00
First mortgage bonds, Detroit Division 6 per cent	2,052,000.00
First mortgage bonds, Indianapolis Division, 6 per cent	2,000,000.00
First mortgage bonds, Cairo Division, 5 per cent	3,857,000.00
First mortgage bonds, Indianapolis, Peru & Chicago Railroad, 7 per cent	275,000.00
First mortgage bonds, Chicago, Cincago & Louisville Railroad, 7 per cent	1,000,000.00
First preferred mortgage bonds, Champaign, Havana & Western Railroad, 7 per cent	340,900.00
First mortgage bonds, North Missouri Railroad, 7 per cent	6,000,000.00
First mortgage bonds, Omaha Division, 7 per cent	2,350,000.00
First mortgage bonds, Clarinda Branch, 6 per cent	264,000.00
First mortgage bonds, Iowa Division, 6 per cent	2,269,000.00
First mortgage bonds, Centerville, Moravia & Albia Railroad, 6 per cent	400,000.00
Real estate and railway mortgage bonds, St. L., K. C. & N. Railroad, 7 per cent	3,000,000.00
First mortgage bonds, St. Charles bridge, 6 per cent	1.000,000.00
Second mortgage bonds, St. Charles bridge, 7 per cent	388,500.00
Real estate notes, 6 per cent	71,000.00
General mortgage bonds, 6 per cent	17,000,000.00
	$ 70,724,224.15
Uufunded indebtedness	$ 8,136,036.04
Total amount of funded debt	70,724,224.15
Amount of unfunded debt	8,136,036.04
Total amount of debt liabilities	$ 78,860,260.19

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882.			
November 4	Wm. Rupple, not employe		Sleeping under car on side track ; engine pulling out, cars run over him ; both legs crushed.
November 9	John O'Hara, laborer		Caboose turned over on account of broken axle ; collar bone broken.
November 13	Frank Meredith, freight brakeman		Coupling cars ; forefinger of right hand badly mashed.
November 24	J. J. Loffer, freight brakeman		Coupling cars : end of finger bursted open.

RECAPITULATION OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Causes beyond their control	....	....	....	....	1	....
Misconduct or want of caution	....	....	....	....	2	....
Trespassing on track, etc	....	....	....	....	....	1
Total	....	....	....	....	3	1

In view of the many accidents which occur from railway employes getting their feet caught in frogs, switches, etc., please state whether your company has adopted any plan for preventing such accidents:

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Jay Gould, New York City.
1st Vice-President—R. S. Hayes, St. Louis, Missouri.
Secretary—James F. How, St. Louis, Missouri.
Treasurer—A. H. Calef, New York City.
Treasurer (local)—D. S. H. Smith, St. Louis, Missouri.
2d Vice-President—A. L. Hopkins, New York City.
General Superintendent—R. Andrews, St. Louis, Missouri.
3d Vice-President—H. M. Hoxie, St. Louis, Missouri.
Division Superintendents—
- R. S. Miner, Moberly, Missouri.
- G. W. Stevens, Peru, Indiana.
- H. F. Clark, Springfield, Illinois.
- E. N. Armstrong, Peoria, Illinois.

Chief Engineer—W. S. Lincoln, St. Louis, Missouri.
Superintendent of Telegraph—C. Selden. St. Louis, Missouri.
Auditor—D. B. Howard, St. Louis, Missouri.
General Passenger Agent—H. C. Townsend. St. Louis, Missouri.
General Freight Agent—M. Knight, St. Louis, Missouri.
Attorneys (general and local)—Wager Swayne, New York, and Wells H. Blodgett, St. Louis.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Solon Humphreys, New York City.
Jay Gould, New York City.
A. L. Hopkins, New York City.
Russell Sage, New York City.
Sidney Dillon, New York City.
Samuel Sloan, New York City.

George G. Haven, New York City.
Thomas E. Tutt, St. Louis, Missouri.
James F. How, St. Louis, Missouri.
R. S. Hayes, St. Louis, Missouri.
Charles Ridgely, Springfield, Illinois.
George L. Dunlap, Chicago, Illinois.
F. L. Ames, Boston, Massachusetts.
James Cheney, Fort Wayne, Indiana.
James F. Joy, Detroit, Michigan.

General offices of the company are located at St. Louis, Missouri.
Date of annual meeting of stockholders, second Tuesday in March.
Fiscal year of company ends December 31st.

STATE OF MISSOURI, } ss.
CITY OF ST. LOUIS. }

R. S. Hayes, 1st Vice-President of the Wabash, St. Louis & Pacific Railway Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of his knowledge and belief.

(Signed),

R. S. HAYES.

Subscribed and sworn to before me, this 3d day of September, A. D. 1883.

[SEAL.] THOMAS G. PORTIS,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 4th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

WISCONSIN, IOWA & NEBRASKA RAILWAY COMPANY

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association...	$ 20,000,000.00	
Amount issued, number of shares 55, amount paid in.....		$ 5,500.00
Amount paid in on shares not issued. None.		
Amount of common stock issued. All common.		
Amount of preferred stock issued, and conditions of preferment. None.		
Total amount paid in as per books of the company.....		$ 5,500.00

Amount of stock per mile of road (40 miles).....	$ 137.50
Amount of stock representing the road in Iowa..	All.
Amount of stock held in Iowa	5,500.00
Total number of stockholders	5
Number of stockholders in Iowa	5

DEBT.

(Contract for building and equipping road, let to the Iowa Improvement Co., of the State of New Jersey. No part of the contract complete, and no part of the road turned over to the railway.)

DESCRIPTION OF ROAD.

Length main line of road, track laid north of Marshalltown, miles. 40

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago & Northwestern R'y, at Marshalltown.
Iowa Central R'y, at Marshalltown.
Toledo branch Chicago & Northwestern R'y, at Gladbrook.
Burlington, Cedar Rapids & Northern R'y, at Reinbeck.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Geo. Glick, Marshalltown.
Vice-President—Samuel Merrill, Des Moines.
Secretary—J. M. Parker, Marshalltown.
Treasurer—J. M. Parker, Marshalltown.
Attorney—J. M. Parker, Marshalltown.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Geo. Glick, Marshalltown.
Samuel Merrill, Des Moines.
J. M. Parker, Marshalltown.
A. T. Birchard, Marshalltown.
Hoyt Sherman, Des Moines.

Date of annual meeting of stockholders, first Tuesday of June.
General offices of the company are located at Marshalltown.

STATE OF IOWA, }
COUNTY OF MARSHALL. } ss.

George Glick, President, and J. M. Parker, Secretary, of the Wisconsin, Iowa & Nebraska Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed) GEO. GLICK,
[L. S. OF R. R.] J. M. PARKER.

Subscribed and sworn to before me, this 13th day of October, A. D. 1883.

C. D. TAYLOR,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads this 18th day of October, A D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

BURLINGTON & NORTHWESTERN RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE, 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association....	$ 3,000,000.00	
Amount issued, number of shares, 1,552; amount paid in.....		$ 155,200.00
This includes 298 shares of $100 each, issued on account of aid received from Washington and Crawford townships, Washington county, by tax and subscription; not yet passed into stock account.		
Amount paid in on shares not issued, number of shares 145...		14,500.00
Amount of common stock issued	All.	
Amount of preferred stock issued, and conditions of preferment.....	None.	
Total amount paid in as per books of the company..		$ 143,141.41

In addition to this $31,326.13 has been received from tax aid and subscriptions in Washington township, Washington county, and $20,506 tax and subscriptions from Crawford township, same county, not yet passed into stock account.

Amount of stock per mile of road.....	$ 4,377.10
Amount of stock representing the road in Iowa.	All.
Amount of stock held in Iowa.....	All.
Total number of stockholders.....	337
Number of stockholders in Iowa.....	All.

DEBT.

Funded debt as follows:		
First mortgage bonds due Aug. 1, 1889, rate of interest seven per cent		$ 120,000.00
Interest paid on same during the year	$ 8,400.00	
Second mortgage bonds due Aug. 2, 1886, rate of interest eight per cent		100,000.00
Sixteen thousand two hundred belongs to the company, $83,800.00 issued.		
Interest paid on same during the year	None.	
Total amount of funded debt		$ 220,000.00
Floating debt:		
Incurred for construction	$ 1,200.00	
Incurred for machine shops, machinery and tools	2,500.00	
Incurred for miscellaneous	1,000.00	
Incurred for interest	7,300.00	
Total amount of floating debt		$ 12,000.00
Contingent liability as guarantor of bonds or debts of other roads	None.	
Total amount of debt liabilities		$ 232,000.00

Amount of debt per mile of road	$ 5,984.00
Total amount of stock and debt	375,141.41
Amount of stock and debt per mile of road	9,675.81

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY).

Grading	$ 48,787.32
Bridging and masonry	21,238.76
Superstructure, including rails	202,585.23
Land, land damages and fences	19,404.90
Passenger and freight stations, coal sheds and water stations; Engine houses, car sheds and turntables; Machine shops, including machinery and tools	16,984.85
Interest paid during construction, discounts, etc	6,571.93
Engineering, agencies, salaries, and other expenses during construction	14,219.98
All other items charged to construction not enumerated above	1,570.73
Total expended for construction	$ 331,363.70

Average cost of construction per mile of road 38.77 miles	$	7,977.16

The third rail used by us on the Burlington, Cedar Rapids & Northern Railway cost us about $1,500.00 per mile for 14.3 miles. For this distance we have no other construction charges. We therefore deduct $21,450.00 from total cost of construction, and get average from remainder.

Proportion of cost of construction for Iowa.....All.

COST OF EQUIPMENT.

Locomotives	$	18,564.59
Passenger, mail, baggage and express cars		9,555.63
Freight and other cars		30,085.84
Wrecking cars, pile drivers, tools and sundries		3,678.52
Total for equipment	$	61,884.58
Average cost of equipment per mile of road operated by company (52.3 miles)	$ 1,183.26	
Total cost of road and equipment	$	393,248.28
Average cost of road and equipment per mile (35.77 miles)	$	10,143.36

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Superstructure, including rails (credit)	$ 15.85	
Land, land damages, and fences	$	264.65
Passenger and freight stations, coal sheds, and water stations		94.15
Engine houses, car sheds and turntables		1.10
Machine shops, including machinery and tools		294.88
Total for construction	$	638.93

EQUIPMENT.

Freight and other cars	$	100.74
Tools		33.31
Total for equipment	$	134.05
Total expenditures charged to property accounts	$	772.98
Property sold and credited property accounts during the year:		
Old rails	$	15.85
Net addition to property accounts for the year	$	772.98

GENERAL EXHIBIT.

Total earnings		$ 40,571.18
Total expenses, including taxes		32,442.25
Net earnings		$ 8,128.93
Rentals, specifying amount paid to each company		5,365.05
Burlington, Cedar Rapids & Northern Railway	$ 4,071.00	
Burlington & Western Railway	1,294.05	
Interest accruing during the year		15,403.47
Interest paid during the year		8,699.47
Interest on funded debt		15,104.00
Interest paid on funded debt		8,400.00
Interest on floating debt		299.47
Interest paid on floating debt		299.47
Dividends declared		None.
Deficit for the year		5,935.59
Interest falling due during the year and not paid		6,704.00
Taxes unpaid, including penalties		1,311.01
Income from other sources than earnings		None.
Total deficit from all sources for the year		$ 13,950.60

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers		$ 10,776.80
From express and baggage		820.60
From mails		1,466.94
Total earnings, passenger department		13,064.34
Earnings, freight:		
Total earnings, freight department		$ 24,838.09
Total transportation earnings		$ 37,902.43
Earnings per train mile run, from all trains earning revenue (43,570 miles)	$ .86.74	
Earnings per mile of road operated (52.3 miles)	$ 724.71	
Rents received for use of road		2,668.75
Total income from all sources		$ 40,571.18

Proportion of income for Iowa. All.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$	8,110.42
Repairs of bridges, including culverts and cattle-guards		407.76
Repairs of fences, road crossings and signs		30.00
Repairs of buildings, stations and water tanks		313.22
Total	$	8,861.62

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$	1,518.11
Repairs of passenger and freight cars		2,362.62
Total	$	3,880.73

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	3,853.88
Water supply		546.07
Oil and waste		446.81
Locomotive service		3,108.62
Passenger and freight train service		1,895.87
Telegraph expenses (maintenance and operating)		478.49
Damage and loss of freight and baggage		25.00
Damages to property and cattle		636.59
Personal injuries		60.45
Agents, station service		3,090.53
Total	$	14,138.00

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	3,619.49
Legal expenses		246.54
Office rent		432.10
Insurance		98.75
Stationery printing and advertising		488.12
Contingencies and miscellaneous		522.69
Taxes in Iowa		159.21
Total	$	5,561.90

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 8,861.62
Maintenance of motive power and cars	3,880.73
Conducting transportation	14,138.00
General expenses, including taxes	5,561.90
Total operating expenses and taxes	$ 32,442.25

Operating expenses and taxes per mile of road.....$ 620.31
Operating expenses and taxes per train mile run, for trains earning revenue (43,570 miles).....$ .74.57
Proportion of operating expenses and taxes for Iowa. All.
Expenses of running and management of all trains earning revenue..... 7,950.38
Percentage of expenses to income, 79.96.

GENERAL RECAPITULATION.

Total income	$ 40,571.18
Total operating expenses and taxes	32,442.25
Net income above operating expenses and taxes	8,128.93
Net deficit above operating expenses, taxes, interest, and rental	13,950.60

Gross income per train mile run (43,570 miles).....$ .93.12
Net income per train mile run..... ....Deficit.
Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year	None.
Surplus at the close of the year	None.
The amount of its own stock or bonds owned by the company	$ 16,200.00

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Engineering	$ 8,048.60
Supplies	5,877.78
Expense	14,721.36
Interest	67,669.99
Equipment	63,633.64
Operating	95,595.69
Right of way	18,309.48
Construction	273,572.60
Chicago, Burlington & Quincy Railway	605.82
Bills receivable	2,601.15
Building	15,235.79
Fencing	762.32
Rent	24,784.79
Repairs	62,422.22
Telegraph	1,767.08
Depot grounds	4,298.75
Surveys	3,235.92
Burlington & Western Railway	515.13
Contingent	100.75
Canton Coal Company	250.00
Miscellaneous	77.20
Cash	207.95
Wabash, St. Louis & Pacific Railway	
Total	$ 664,293.96

CREDIT.

Bills payable	$ 12,000.00
Stock	143,141.41
Mail service	7,184.20
Freight service	187,061.98
Express service	2,858.77
Express C (advanced)	500.00
Passenger service	55,915.47
First mortgage bonds	120,000.00
Second mortgage bonds	83,800.00
Washington subscription	2,224.90
Washington tax	29,101.23
Crawfordsville subscription	15,687.00
Crawfordsville tax	4,819.00
Total	$ 664,293.96

DESCRIPTION OF ROAD.

Length main line of road from Burlington to Washington....	38.77
Total length of road belonging to this company.....	38.77
Aggregate length of sidings and other tracks not above enumerated.....	3.48

Total length of rails in tracks in Iowa, exclusive of sidings.
Weights per yard, steel, main line, 30 pounds.
Weights per yard, iron, third rail, 50 pounds.
Gauge of track, 36 inches.

In addition to the above this company has leased the right to run over 14.13 miles of the Burlington, Cedar Rapids & Northern Railway by means of a third rail, laid down and owned by this company between Burlington and Mediapolis. This company has also laid down and is using three-tenths miles of sidings on depot grounds, belonging to the above named corporation

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each.....	None.
The Burlington & Western Railway from Winfield to Coppack, 15.9 miles) was operated by this company until August 15, 1882.	
Total length of above roads.....	15.9
Total miles of road operated by this company, except (for six weeks as above stated).....	52.30

STATIONS.

Number of stations on all roads owned by this company	9
Number of stations on all roads operated by this company ..	11
Number of telegraph offices in stations in Iowa.....	7

EMPLOYES.

Number of persons regularly employed on all roads operated by this company (average).....	65
Amount paid employes, including officials, on all roads operated by this company (approximately)..... .....$	22,500 00

BRIDGES IN IOWA.

	No.	Aggregate length.
Wooden truss bridges under 100 feet in length.....	1	60
Wooden trestle and pile.....	38	2,790

CATTLE-GUARDS.

Number of in Iowa.....	158

ROAD-BED AND TRACK.

Number of track sections in Iowa	6
Average length of sections, miles	6
Average number of men in each section gang	2.8
Number of new ties laid in track during the year in Iowa	5,000
Average number of new ties per mile of road	129.2
New rails laid in track during the year in Iowa	None.

CROSSINGS IN IOWA.

What railroads cross your road, at grade, and at what locality? Central Iowa Railway, one mile south of Winfield.

Number of highway crossings at grade	38

FENCING IN IOWA.

How many miles of fencing have you on your road in Iowa... 4.80 in all, 2.40 counting both sides.		4.80
What is the average cost per rod		
What is the total cost of same		$ 762.32
Give the number of miles needed on both sides of your track in each county in Iowa		38.77
In Des Moines county	9.35	
In Henry county	8.47	
In Louisa county	2.84	
In Washington county	10.51	

Several miles of fence on our right of way belongs to private parties, for which this railway has paid nothing, and is not included herein.

ROLLING STOCK.

	Owned.	Total.
Number of locomotives	3	3
Number of passenger cars	3	3
Number of mail, baggage, and express cars	1	1
Number of box freight cars	40	40
Number of stock cars (6 slat, 14 combined)	20	20
Number of platform cars	21	21
Number of other cars (7 hand, 4 dump, 1 iron)	12	12
Total	97	97
Maximum weight of locomotives and tenders, tons		20.35
Average weight of locomotives and tenders, tons		16.45
Number of locomotives equipped with train brake		None.
Maximum weight of passenger cars, tons		10.25
Average weight of passenger cars, tons		9
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine 20.35. tons	160	

MILEAGE, TRAFFIC, ETC.

*TRAIN MILEAGE.

Miles run by passenger and freight trains during the year.....	37,441
Miles run by switching trains during the year.....	6,129
Total train mileage.....	43,570

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger and freight trains.....	7
Average weight of passenger and freight trains, exclusive of freight, pounds.....	88,000

PASSENGER TRAFFIC.

Number of local passengers carried.....	17,747
Number of special ticket passengers carried.....	2,051
Total number of passengers carried.....	19,798
Total passenger mileage, or passengers carried one mile.....	412,257
Average distance traveled by each passenger.....	20.82
Average amount received from each passenger.....$	0.544
Highest rate of fare per mile for any distance, cents.....	3
Lowest rate of fare per mile for any distance, cents.....	1
Average rate of fare per mile for all passengers, cents.....	2.61

FREIGHT TRAFFIC.

Total tons of freight carried.....	14,616
Total freight mileage, or tons carried one mile.....	534,648
Average rate per ton per mile received for all freight, cents..	4.64
Percentage of freight originating at, and carried to, stations in Iowa to total freight carried in Iowa.....All.	

CAR MILEAGE.

Number of miles run by loaded freight cars.....	84,193
Number of miles run by empty freight cars.....	67,290
Total freight car mileage.....	151,483
Percentage of empty freight cars hauled to all freight cars hauled..... 44.4	

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger and freight trains, including stops, miles.....	16

* Mixed trains only.

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	3,927	27
Flour	360	2.5
Provisions (beef, pork, lard, etc.)	184	1.25
Animals	2,522	17.25
Other agricultural products	295	2
Lumber and forest products	1,763	12
Coal	2,388	16.3
Plaster, lime, and cement	18	.1
Salt	134	.9
Iron, steel, and castings	313	2.1
Stone	56	.4
Manufactures, articles shipped from point of production	530	3.6
Merchandise, and other articles not enumerated above	2,126	14.6
Total tons carried	14,616	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your yoad, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot or at the office of such express company? American; one and a half times first-class freight rates. They do a general express business. Freight taken at depot.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service? $1,604 for daily service.

What amount have you paid for receiving and delivering mail to and from stations on your road? $102.50.

TELEGRAPH.

What other company, if any, owns a line of telegraph on your right of way and how many miles does each own? Western Union, 38.77.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882. July	John Greble, switchman.....	.....	Coupling cars; hand and arm injured.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	INJURED.		
	Passengers.	Employes.	Others.
Coupling cars	.....	1	.....
Total	.....	1	.....

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	0
Number of persons injured during the year	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—T. W. Barhydt, Burlington.
Vice-President—David Leonard, Burlington.
Secretary and Treasurer—R. M. Green, Burlington.
General Superintendent—Jno. T. Gerry, Burlington.
Chief Engineer—Jno. T. Gerry, Burlington.
Attorneys—Kelley & Cooper, Burlington.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

T. W. Barhydt, Burlington.
Thomas Hedge, Burlington.
E. D. Rand, Burlington.
Lyman Cook, Burlington.
W. W. Baldwin, Burlington.
C. P. Squires, Burlington.
David Leonard, Burlington.
H. Herminghaus, Burlington.
Jno. T. Remey, Burlington.
Geo. Millard, Burlington.
Geo. C. Lawman, Burlington.
Jno. S. Cameron, Chicago.
J. T. Davidson, Winfield.
A. W. Chilcote, Washington.
Norman Everson, Washington.

Date of annual meeting of stockholders, third Wednesday in June.
Fiscal year of company ends May 31.
General offices of the company are located at Burlington, Iowa.

STATE OF IOWA, }
COUNTY OF DES MOINES. } ss

T. W. Barhydt, President, and Jno. T. Gerry, Superintendent, of the Burlington & Northwestern Railway Co., being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed) T. W. BARHYDT.
JOHN T. GERRY.

Subscribed and sworn to before me, this 15th day of September, A. D. 1883.

R. M. GREEN,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 19th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

BURLINGTON & WESTERN RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association ...$ 3,000,000.00
Amount authorized by vote of the company.....None.
Amount issued, number of shares, none; amount paid in.....
Amount paid in on shares not issued, number of shares, none.
Amount of common stock issued.....None.
Amount of preferred stock issued, and conditions of preferment.....None.
(The road is being built for cash, and no payments have been made on account of stock.)

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY.)

Grading.....$	119,038.74
Bridging and masonry.....	73,175.15
Superstructure, including rails.....	225,871.98
Land, land damages, and fences.....	29,535.59
Passenger and freight stations, coal sheds and water stations.	12,472.54
Engine houses, car sheds, and turntables.....	1,777.98
Machine shops, including machinery and tools.....	4.35
Engineering, agencies, salaries, and other expenses during construction.....	19,856.04
Total expended for construction .....$	481,732.27

Average cost of construction per mile of road (47.2 miles).....$ 10,206.19
Proportion of cost of construction for Iowa..... All.

COST OF EQUIPMENT.

Locomotives		$ 31,844.19
Passenger, mail, baggage, and express cars		10,735.62
Freight and other cars		40,883.80
Wrecking cars, pile drivers and tools		505.29
Total for equipment		$ 83,968.90
Average cost of equipment per mile of road operated by company (81 miles)	$ 1,036.64	
Total cost of road and equipment		$ 565,701.17
Average cost of road and equipment per mile (47.2 miles)	$ 11,985.19	

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading	$ 39,797.29
Bridging and masonry	41,386.24
Superstructure, including rails	58,147.86
Land, land damages, and fences	3,624.82
Passenger and freight stations, coal sheds and water stations	10,640.83
Engine houses, car sheds and turntables	1,376 86
Machine shops, including machinery and tools	4.35
Engineering, agencies, salaries, and other expenses during construction	8,744.68
Total for construction	163,722.93

EQUIPMENT.

Locomotives, 3	$ 31,844.19
Passenger, mail, baggage and express cars, 4	10,735.62
Freight and other cars, 78	28,365.37
Wrecking cars, pile drivers, and tools	371.51
Total for equipment	$ 71,316.69
Total expenditures charged to property accounts	235,039.62

GENERAL EXHIBIT.

Total earnings		$ 17,400.29
Total expenses, including taxes		17,032.88
Net earnings		$ 367.41
Rentals, specifying amount paid to each company:		
B. & N. W. R'y	$ 2,668.75	
Deficit for the year		2,301.34
Income from other sources than earnings:		
Packwood subscription	$ 1,335.70	
Woolson subscription	120.00	
Martinsburg subscription	1,915.00	$ 3,370.70
Total income from all sources for the year		$ 20,770.99

ANALYSIS OF EARNINGS.

Earnings, passenger:	
All passengers	$ 3,294.08
Express	129.39
Total earnings, passenger department	$ 3,423.47
Earnings, freight:	
Total earnings, freight department	12,682.77
Total transportation earnings	16,106.24
Earnings per train mile run, from all trains earning revenue (46,597 miles)	$ 34.56
Earnings per mile of road operated. Road was extending. No accurate figures can be given.	
Rents received for use of road	1,294.05
Total income from all sources	$ 17,400.29

Proportion of income for Iowa. All.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 4,223.35
Repairs of bridges, including culverts and cattle-guards	49.57
Repairs of buildings, stations, and water-tanks	7.76
Total	$ 4,280.68

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 550.29
Repairs of freight cars	550.32
Total	$ 1,100.61

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	3,905.45
Water supply		356.79
Oil and waste		120.62
Locomotive service		2,282.07
Passenger and freight train service		1,880.08
Damages to property and cattle		586.74
Personal injuries		44.85
Agents and station service		1,663.45
Total	$	10,840.05

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	503.22
Insurance		50.00
Contingencies and miscellaneous		258.32
Total taxes paid	None.	
Total	$	811.54

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	4,280.68
Maintenance of motive power and cars		1,100.61
Conducting transportation		10,840.05
General expenses, including taxes		811.54
Total operating expenses and taxes	$	17,032.88

Operating expenses and taxes per train mile run, for trains earning revenue (46,597 miles), cents	36.55	
Expenses of running and management of all trains earning revenue		6,664.93
Percentage of expenses to income	97.88	

GENERAL RECAPITULATION.

Total income	$	20,770.99
Total operating expenses and taxes		17,032.88
Net income above operating expenses and taxes		3,738.11
Net income above operating expenses, taxes, interest and rental		1,069.36

Gross income per train mile run (46,597 miles)	$	.44.57
Net income per train mile run (46,597 miles)		.02.29
Percentage of net income to stock and debt, no stock or debt.		
Percentage of net income to cost of road and equipment		00.19

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year	None.

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS JUNE 30, 1883.

DEBIT.

Construction	$ 418,085.77
Right of way	27,966.34
Engineering	18,350.70
Buildings	14,254.87
Expense	2,083.06
Fencing	1,237.16
Equipment	83,968.90
Cash	10,617.20
Contingent	101.46
C., B. & Q. R'y	368.80
Supplies	34.38
Mail service	7.00
Repairs	5,381.29
Operating (miscellaneous)	11,117.87
Depot grounds	332.09
Track rent	928.86
Subscribers to construction fund	175,085.00
Total	$ 769,870 75

CREDIT.

Construction fund	$ 750,000.00
Passenger earnings	3,294.08
Freight	12,682.77
Express	129.39
Unclaimed pay	393.81
Packwood subscription	1,335.70
Woolson subscription	120.00
Martinsburg subscription	1,915.00
Total	$ 769,870.75

DESCRIPTION OF ROAD.

Length of main line of road from Winfield to Martinsburg, miles	47.2
Total length of road belonging to this company	47.2
Aggregate length of sidings and other tracks not above enumerated	2.2
Total length of iron rails in tracks in Iowa	47.20

Weights per yard, iron, pounds, 35.

Gauge of track, inches, 36.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of road.
(This road has leased the right to run over the Burlington & Northwestern Railway from Winfield to Mediapolis, 19 miles; and to Burlington, 15 miles, over the B., C. R. & N. R'y, under the contract of the B. & N. W. R'y with the B., C. R. & N. R'y.)

Total length of above roads, miles	34
If any part of the above road was first opened for operation during the past year, state the date: Brighton to Martinsburg.	
Total miles of road operated by this company	81.2

STATIONS.

Number of stations on all roads owned by this company	8
Number of stations on all roads operated by this company	13
Number of telegraph offices in stations in Iowa	None.

EMPLOYES.

Number of persons regularly employed on all roads operated	52
Amount paid employes, including officials, on all roads operated by this company (approximately) $	11,000.00

BRIDGES IN IOWA.

Iron bridges over 100 feet in length	2
Wooden trestle and pile	33

CATTLE-GUARDS.

Number in Iowa: Can't give it.

ROAD-BED AND TRACK.

Number of track sections in Iowa	8
Average length of sections	5.90
Average number of men in each section gang	3.75

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?
Central Iowa R. R., half mile west of Brighton.
What railroads cross your road, under, and at what locality?
Chicago, Rock Island & Pacific Railroad at Brighton.

Number of highway crossings at grade	41

FENCING IN IOWA.

How many miles of fencing have you on your road	3¼
What is the average cost per rod, cents	97
What is the total cost of same	$ 1,237.16
How many miles of new fencing have you built during the year	.55

Give the number of miles needed on both sides of your track in each county in Iowa:

In Henry county, all but 3¼ miles.
In Washington county, all.
In Jefferson county, all.
In Keokuk county, all.

ROLLING STOCK.

	Owned.	Total.
Number of locomotives	3	3
Number of passenger cars	2	2
Number of baggage, mail and express cars	2	2
Number of box freight cars	70	70
Number of platform cars	15	15
Number of coal cars	15	15
Number of other cars	16	16
Total	120	120
Maximum weight of locomotives, tons		22
Average weight of locomotives and tenders	Don't know.	
Maximum weight of passenger cars	Don't know.	
Average weight of passenger cars	Don't know.	
Number of passenger cars equipped with Miller platform and buffer		4

The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight: Don't know.

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by freight trains during the year	38,795
Miles run by switching trains during the year	7,802
Total train mileage	46,597

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger and freight trains	7
Average weight of passenger and freight trains, exclusive of freight, pounds	88,000

PASSENGER TRAFFIC.

Total number of passengers carried	9,730
Total passenger mileage, or passengers carried one mile	212,250
Average distance traveled by each passenger, miles	21.81
Average amount received from each passenger	$ .33.85
Highest rate of fare per mile for any distance, cents	3
Lowest rate of fare per mile for any distance	1
Average rate of fare per mile for all passengers, cents	1.55

FREIGHT TRAFFIC.

Total tons of freight carried	13;637
Total freight mileage, or tons carried one mile	648,642
Average rate per ton per mile received for all freight, cents	1.95
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa	All.

CAR MILEAGE.

Number of miles run by loaded freight cars	117,947
Number of miles run by empty freight cars	50,214
Total freight car mileage	168,161
Percentage of empty freight cars hauled to all freight cars hauled	30

SPEED OF TRAINS IN IOWA.

Rate of speed of freight trains, including stops, miles	16

TONNAGE OF ARTICLES TRANSPORTED.

	Tons.	Per cent.
Grain	1,816	13.3
Flour	47	00.35
Provisions (beef, pork, lard, etc.)	110	00.8
Animals	1,418	10.4
Other agricultural products	40	00.3
Lumber and forest products	6,423	47.1
Coal	656	04.81
Plaster, lime and cement	66	00.46
Salt	82	00.6
Iron, steel and castings	966	7.10
Stone and brick	107	00.78
Manufactures, articles shipped from point of production	152	01.12
Merchandise, and other articles not enumerated above	1,757	12.8
Total	13,637	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot or at the office of such express company? American; one and a half times first class freight rates; they do a general express business; freight taken at depot.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? Contract pending.

What amount have you paid for receiving and delivering mail to and from stations on your road? $7.

TELEGRAPH.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? None.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882. November 24	H. J. Bailey, express and baggageman	Between Noble and Coppack	Fell from train.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.		
	Passengers.	Employes.	Others.
Falling from trains	.....	1	.....
Total	.....	1	.....

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	1
Number of persons injured during the year	0

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—T. W. Barhydt, Burlington.
Vice-President—Jno. S. Cameron, Chicago.
Secretary and Treasurer—R. M. Green, Burlington.
General Superintendent—Jno. T. Gerry, Burlington.
Chief Engineer—Jno. T. Gerry, Burlington.
Attorneys—Kelley & Cooper, Burlington.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

T. W. Barhydt, Burlington.
E. D. Rand, Burlington.
Thos. Hedge, Burlington.
Jno. S. Cameron, Chicago.
Hugh Herminghaus, Burlington.

Date of annual meeting of stockholders, third Wednesday in June.
Fiscal year of company ends May 31.
General offices of the company are located at Burlington, Iowa.

STATE OF IOWA,
COUNTY OF DES MOINES. } ss.

T. W. Barhydt, President, and Jno. T. Gerry, Superintendent, of the Burlington & Western Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed),

T. W. BARHYDT.
JOHN T. GERRY.

Subscribed and sworn to before me, this 18th day of September, A. D. 1883.

R. M. GREEN,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 19th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

DES MOINES, OSCEOLA & SOUTHERN

RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association....	$ 2,000,000.00	
Amount authorized by vote of the company.....	500,000.00	
Amount issued, number of shares, 4,611; amount paid in.....		$ 461,100.00
Amount paid in on shares not issued, number of shares.....		
Amount of common stock issued, 4,611.....		461,100.00
Total amount paid in as per books of the company.....		$ 461,100.00

Amount of stock per mile of road.....	$ 5,000.00
Amount of stock representing the road in Iowa .	All
Amount of stock held in Iowa	305,600.00
Total number of stockholders.....	37
Number of stockholders in Iowa.....	32

DEBT.

Funded debt as follows:	
Bonds due July, 1896, rate of interest 7 per cent.....	810,000.00
Interest paid on same during the year.....	
Total amount of funded debt.....	$ 810,000.00
Total amount of debt liabilities.....	$ 810,000.00

Amount of debt per mile of road	$ 7,000.00
Total amount of stock and debt.....	1,271,100.00
Amount of stock and debt per mile of road	12,000.00

COST OF ROAD AND EQUIPMENT.

Total expended for construction		$ 1,271,100.00

(In this is included the cost of equipment and rolling stock.)

Average cost of construction per mile of road (miles)	$ 13,000.00	
Proportion of cost of construction for Iowa	All.	

COST OF EQUIPMENT.

	Number.	
Locomotives	6	$ 55,000.00
Passenger, mail, baggage and express cars	4	12,000.00
Freight and other cars	200	70,000.00
Total for equipment		$ 137,000.00
Total cost of road and equipment		$ 1,271,100.00

Proportion of cost of road and equipment for Iowa.....All

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Total expenditures charged to property accounts	789,600.00

GENERAL EXHIBIT.

Interest accruing during the year (last six months)	28,350.00
Interest paid during the year (last six months)	28,350.00
Interest on funded debt	All
Interest paid on funded debt	All

The road came under management of the railroad company January 1, 1883; prior to that time it was operated by the construction company. The following statements show earnings and expenses since January 1, 1883.

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers		$ 14,194.80
From express and baggage		504.82
From mails		1,816.87
Total earnings, passenger department		$ 16,516.49
Earnings, freight:		
Total earnings, freight department		$ 45,982.10
Earnings per mile of road operated (85 miles)	$ 736.57	
Income from all other sources—telegraph earnings		109.50
Total income from all sources		$ 62,608.09

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	13,088.00
Maintenance of motive power and cars		9,517.92
Conducting transportation		17,623.16
General expenses, including taxes		8,677.10
Total operating expenses and taxes	$	48,906.18

Operating expenses and taxes per mile of road..... $ 575.38

GENERAL RECAPITULATION.

Total income	$	62,608.09
Total expenses and taxes		48,906.18
Net income above expenses and taxes		13,701.91
Net income above operating expenses, taxes, interest, and rental		$14,648.09 deficit.

DESCRIPTION OF ROAD.

Length of main line of road from Des Moines to Decatur City, Iowa, miles	85
Total length of road belonging to this company	85.00
Aggregate length of sidings and other tracks not above enumerated	3.50
Same in Iowa	3.50
Aggregate length of track, computed as single track, exclusive of sidings	85.00
Same in Iowa	85.00
Total length of iron rails in tracks in Iowa, exclusive of sidings, miles	85

(Weights per yard, iron, 30 and 35 pounds.)

Gauge of track, three feet.

If any part of the road was first opened for operation during the past year, state the date? All of it January 1, 1883.

Total miles of road operated by this company	85.00

STATIONS.

Number of stations on all roads owned by this company	11
Number of stations on all roads operated by this company	11
Number of telegraph offices in stations in Iowa	10

EMPLOYES.

Number of persons regularly employed on all roads operated by this company		93
Amount paid employes, including officials, on all roads operated by this company	$	25,000.00

BRIDGES IN IOWA.

	No.	Aggregate length.
Wooden truss bridges over 100 feet in length	2	232
Wooden truss bridges under 100 feet in length	4	220

ROAD-BED AND TRACK.

Number of track sections in Iowa	11
Average length of sections, nearly, miles	8
Average number of men in each section gang	5
Number of new ties laid in track during the year in Iowa	
Average number of new ties per mile of road	
New rails laid in track during the year in Iowa—iron (..tons), miles	
New rails laid in track during the year in Iowa—steel (..tons), miles	
Total track laid with new rails during the year in Iowa, miles.	

What is the average number of years that iron rails last in your track on main line in Iowa?

What is the average number of years that steel rails last in your track on main line in Iowa?

What is the average number of years that ties last in your track in Iowa?

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Burlington & Quincy Railway at Osceola.

Winterset Branch Chicago, Rock Island & Pacific Railway at 1½ miles west of Lothrop.

Humeston & Shenandoah Railroad at Van Wert.

ROLLING STOCK.

	Owned.	Total.
Number of locomotives	6	6
Number of passenger cars	3	3
Number of baggage, mail and express cars	1	1
Number of box freight cars	120	120
Number of stock cars	20	20
Number of platform cars	40	40
Number of coal cars	20	20
Total	204	204

Maximum weight of locomotives and tenders, tons..... 22
Average weight of locomotives and tenders, tons..... 18
Number of locomotives equipped with train brake..... 2
Kind of brake: Eames vacuum.
Number of cars equipped with train brake..... 4
Kind of brake: Vacuum.
Number of passenger cars equipped with Miller platform and buffer..... 3
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight.

MILEAGE, TRAFFIC, ETC.

Highest rate of fare per mile for any distance, cents..... 4
Lowest rate of fare per mile for any distance, cents..... 4
Average rate of fare per mile for all passengers, cents..... 4

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express; rate, one and one-half first-class.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? $42.75 per mile per annum.

What amount have you paid for receiving and delivering mail to and from stations on your road?

TELEGRAPH.

How many miles of telegraph are owned by your company? 85.

What other company, if any, owns a line of telegraph on your right of way? None.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—B. L. Harding, Des Moines, Iowa.
Vice-President—Henry Stivers, Osceola, Iowa.
Secretary—Aaron Stivers, Osceola, Iowa.
Treasurer—Aaron Stivers, Osceola, Iowa.
General Superintendent—Henry Stivers, Osceola, Iowa.
Chief Engineer—A. A. Rice, Osceola, Iowa.
Superintendent of Telegraph—A. E. Towslee, Osceola, Iowa.
Auditor—F. G. Jones, Osceola, Iowa.
General Passenger Agent—T. W. Armstrong, Osceola, Iowa.
General Freight Agent—T. W. Armstrong, Osceola, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

B. L. Harding, Des Moines, Iowa.
W. W. Wick, Des Moines, Iowa.
S. M. Leach, Adel, Iowa.
Henry Stivers, Osceola, Iowa.
Aaron Stivers, Osceola, Iowa.
John H. Jamison, Osceola, Iowa.
R. A. Dague, Osceola, Iowa.
J. B. Wells, Osceola, Iowa.
D. Webster, Osceola, Iowa.
J. A. Woodbury, Osceola, Iowa.
W. H. Hall, Osceola, Iowa.
Geo. C. Holt, Osceola, Iowa.
W. G. Agnew, Osceola, Iowa.
J. O. McAuley, Osceola, Iowa.
W. H. Ridgeway, Osceola, Iowa.

Date of annual meeting of stockholders, Wednesday after the second Tuesday in January.

Fiscal year of company ends ——.

General offices of the company are located at Osceola, Iowa.

STATE OF IOWA, }
COUNTY OF CLARKE. } ss.

Henry Stivers, Vice-President and General Superintendent of the Des Moines, Osceola & Southern Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of his knowledge and belief.

(Signed),

[L. S. OF R. R.] HENRY STIVERS.

Subscribed and sworn to before me this 24th day of September, A. D. 1883.

H. L. KARR,

[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads this 25th day of September, A. D. 1883.

E. G. MORGAN,

Secretary of Board of Railroad Commissioners.

REPORT

OF THE

FORT MADISON & NORTHWESTERN RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.*

CAPITAL STOCK.

Amount authorized by articles of association ...	$ 10,000,000.00	
Amount issued, number of shares ..... amount paid in....		425,600.00
Amount of common stock issued		425,600.00
Total amount paid in as per books of the company.....		$ 425,600.00

Amount of stock per mile of road	$ 10,000.00
Amount of stock representing the road in Iowa...	All.
Amount of stock held in Iowa	206,500.00
Total number of stockholders.....	86
Number of stockholders in Iowa.....	66

DEBT.

Funded debt as follows:		
Bonds due .... rate of interest	$ 150,000.00	
Interest paid on same during the year.....	10,500.00	
Total amount of funded debt.....		150,000.00
Floating debt, incurred for equipment		73,264.00
Total amount of debt liabilities		$ 223,264.00

Amount of debt per mile of road	$ 5,300.00
Total amount of stock and debt.....	648,864.00
Amount of stock and debt per mile of road.....	15,300.00

* The road of this company is in process of construction.

COST OF ROAD AND EQUIPMENT.

Average cost of construction per mile of road (41 miles) about	$ 12,000.00
Proportion of cost of construction for Iowa	All.

DESCRIPTION OF ROAD.

Length of main line of road from Fort Madison to Birmingham, miles	41
Agregate length of sidings and other tracks not above enumerated	About one mile.
Total length of iron rails in tracks in Iowa, exclusive of sidings, miles	41.00
(Weights per yard, iron, 30 pounds.)	
Gauge of track, 3 feet.	

STATIONS.

Number of stations on all roads owned by this company	11
Number of stations on all roads operated by this company	11
Number of telegraph offices in stations in Iowa	None.

EMPLOYES.

Number of persons regularly employed on all roads operated by this company in Iowa	42
Amount paid employes, including officials, on all roads operated by this company	

BRIDGES IN IOWA.

	No.	Aggregate Length.
Wooden trestle and pile	64	5,345

BOX CULVERTS IN IOWA.

Timber	3
Stone	5

CATTLE GUARDS.

Number in Iowa	96

ROAD-BED AND TRACK.

Number of track sections in Iowa	8
Average length of sections, miles	5

CROSSINGS IN IOWA.

What railroads cross your road, either over or under, and at what locality?

North Branch St. L., K. & N. W. R'y, near Mertensville.

Number of highway crossings at grade	55
Number of highway crossings over railroad	1
Number of highway crossings under railroad	5
Number of highway bridges 18 feet above track	1

ROLLING STOCK.

	Leased.	Owned.	Total.
Number of locomotives	3	1	4
Number of passenger cars	2	..	2
Number of baggage, mail, and express cars	1	..	1
Number of combination cars	1	..	1
Number of caboose	..	1	1
Number of box freight cars	55	6	61
Number of stock cars	20	3	23
Number of platform cars	25	..	25
Number of coal cars	..	6	6
Number of other cars: hand cars, 11; push cars, 9; iron cars, 3	..	23	23
Total	107	40	147

Maximum weight of locomotives and tender, 20 tons.

Average weight of locomotives and tenders, 15.12 tons.

Number of locomotives equipped with train brake. None.

Kind of brake. Hand brake.

Maximum weight of passenger cars. 9 tons.

Average weight of passenger cars. 8½ tons.

Number of cars equipped with train brake. None.

Kind of brake: Hand brake.

Number of passenger cars equipped with Miller platform. Two coaches and two combination.

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company; at one and one-half first-class rates; doing a general business and taking their freight at the depots.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? $42.75 per mile for first eleven miles per annum from January 1, 1882. Compensation for balance of the road not yet determined upon.

TELEGRAPH.

What other company, if any, owns a line of telegraph on your right of way? None.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—J. C. Atlee, Fort Madison, Iowa.
Vice-President—H. Ketchum, Fort Madison, Iowa.
Secretary—E. W. Merrill, Fort Madison, Iowa.
Treasurer—S. B. Kenrick, Fort Madison, Iowa.
General Superintendent—S. B. Kenrick, Fort Madison, Iowa.
Chief Engineer—Chas. Harley, Fort Madison, Iowa.
Auditor—S. B. Kenrick, Fort Madison, Iowa.
General Passenger Agent—S. B. Kenrick, Fort Madison, Iowa.
General Freight Agent—S. B. Kenrick, Fort Madison, Iowa.
Attorneys—Van Valkenburg & Hamilton, Fort Madison, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

J. C. Atlee, Fort Madison, Iowa.
H. Ketchum, New London, Wisconsin.
D. M. Kelly, Green Bay, Wisconsin.
S. B. Kenrick, Fort Madison, Iowa.
E. W. Merrill, Fort Madison, Iowa.
J. D. M. Hamilton, Fort Madison, Iowa.
Geo. Schlapp, Fort Madison, Iowa.
Chas. Doerr, Fort Madison, Iowa.
T. P. Bingham, Green Bay, Wisconsin.

Date of annual meeting of stockholders, Second Tuesday in July.
Fiscal year of company ends June 30.
General offices of the company are located at Fort Madison, Iowa.

STATE OF IOWA, }
COUNTY OF LEE. } ss.

E. W. Merrill, Secretary of the Fort Madison Northwestern Railway Company, being duly sworn, deposes and says that the foregoing statements were prepared by the proper officers and agents of this company, and having carefully examined the same, he believes them to be a true, full, and correct statement of the condition and affairs of said company, as to the

matters therein set forth, on the thirtieth day of June, A. D. 1883, to the best of his knowledge and belief.

(Signed),

]L. S. OF R. R.] E. W. MERRILL,

Secretary.

Subscribed and sworn to before me, this 28th day of November, A. D. 1883.

[L. S.] J. D. M. HAMILTON,

Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 29th day of November, A. D. 1883.

E. G. MORGAN,

Secretary of Board of Railroad Commissioners.

REPORT

OF THE

ST. LOUIS, DES MOINES & NORTHERN RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association....	$ 3000,000.00	
Amount of common stock issued		$ 387,750.00
Amount of preferred stock issued, and conditions of preferment.....		335.000.00
Total amount paid in as per books of the company.....		$ 722,750.00
Amount of stock per mile of road (38.93 miles)....	$ 18,822.24	
Amount of stock representing the road in Iowa ...		
Amount of stock held in Iowa.....	193,875	
Total number of stockholders.....	7	
Number of stockholders in Iowa.....	6	

DEBT.

Funded debt as follows:		
First mortgage bonds, due August 1, 1921, rate of interest 6 per cent.....		$ 303,000.000
Interest paid on same during the year.....	None.	
Bonds are $4,000 per mile from west city limits to Clive Station, and $8,000 per mile from Clive Station north.		
Total amount of funded debt.....		303,000.00
Total amount of debt liabilities.....		$ 303,000.00
Amount of debt per mile of road.....	$ 8000.00	
Total amount of stock and debt.....		1,025,750.09
Amount of stock and debt per mile of road.....	$ 28,000.00	

COST OF ROAD AND EQUIPMENT.

Total expended for construction	$ 1,025,750.00
Average cost of construction per mile of road (42.365 miles)	$ 28,000.00

Proportion of cost of construction for Iowa. All.

COST OF EQUIPMENT.

(The equipment is included in the cost of the road.)

GENERAL EXHIBIT.

Total earnings	$ 52,708.28
Total expenses, including taxes	77,577.91
Net earnings (deficit)	24,869.63
Interest accruing during the year	18,180.00
Interest paid during the year	
Interest on funded debt	18,180.00
Dividends declared	

ANALYSIS OF EARNINGS.

Earnings, passenger:		
All passengers	$	16,293.01
Express and baggage		450.87
Total earnings, passenger department	$	16,743.88
Earnings per train mile run (.... miles)		
Earnings, freight:		
Total earnings, freight department	$	35,779.33
Total transportation earnings		52,523.21
Earnings per mile of road operated (42 miles) $ 1,254.96		
Car mileage (credit balances)		98.30
Income from all other sources—telegraph earnings		86.77
Total income from all sources	$	52,708.28

Proportion of income for Iowa.....All.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES.)

Repairs of road-bed and track	$ 15,334.81
Repairs of bridges, culverts and cattle-guards	1,572.01
Repairs of fences, road-crossings and signs	9.75
Repairs of buildings, stations and water-tanks	933.90
Total	$ 17,850.47

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$	2,620.09
Repairs of passenger and freight cars		1,446.67
Total	$	4,066.76

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	3,537.76
Water supply		349.09
Oil and waste		474.12
Locomotive service		5,159.04
Passenger train service		1,604.88
Passenger train supplies		253.40
Freight train service		1,604.88
Freight train supplies		214.46
Mileage of freight cars (debit balance)		725.85
Telegraph expenses (maintenance and operating)		201.46
Damage and loss of freight and baggage		206.26
Damages to property and cattle		135.00
Personal injuries		158.85
Agents and station service		7,259.12
Station supplies		292.35
Total	$	22,176.53

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	4,021.96
Legal expenses		310.45
Right of way		1,796.09
Stationery and printing		609.66
Outside agencies and advertising		115.80
Contingencies		26,109.85
Taxes in Iowa		520.34
Total	$	33,484.15

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	17,850.47
Maintenance of motive power and cars		4,066.76
Conducting transportation		22,176.53
General expenses, including taxes		33,484.15
Total operating expenses and taxes	$	77,577.91
Operating expenses and taxes per mile of road $ 1,847.00		
Proportion of operating expenses and taxes for Iowa		77,577.91
Percentage of expenses to income 147		

GENERAL RECAPITULATION.

Total income	$	52,708.28
Total expenses and taxes		77,577.91
Net income above expenses and taxes (deficit)		24,869.63

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Station balances	$	217.96
Sundry railroad accounts		4,4[illegible]3.82
Sundry individual accounts		90.55
Bank account		59,029.87
Profit and loss account		358.39
Expense accounts		43,385.42
Total	$	107,506.01

CREDIT.

Gross earnings	$	26,478.83
Drawback and overcharge account		2,255.16
Pay rolls and vouchers		43,023.48
Car service		1.80
Sundry railroad accounts		35,746.74
Total	$	107,506.01

DESCRIPTION OF ROAD.

Length of main line of road from Des Moines to Boone, miles.	42.365
Total length of road belonging to this company	42.365
Aggregate length of sidings and other tracks not above enumerated, feet	10,747
Aggregate length of track, computed as single track, exclusive of sidings	42.365
Gauge of track, feet	3
If any part of the road was first opened for operation during the past year, state the date	July 1, 1882.
Total miles of road operated by this company	42.365

STATIONS.

Number of stations on all roads owned by this company	8
Number of stations on all roads operated by this company	8
Number of telegraph offices in stations in Iowa	7

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	87
Amount paid employes, including officials, on all roads operated by this company $	38,785.90

BRIDGES IN IOWA.

	No.	Aggregate length.
Combination bridges over 100 feet in length	16	7,022
Combination bridges under 100 feet in length	56	3,400
Wooden trestle and pile	16	7,022

BOX CULVERTS IN IOWA.

Timber	92

CATTLE-GUARDS.

Number of in Iowa	116

ROAD-BED AND TRACK.

Number of track sections in Iowa	8
Average length of sections	5½
Average number of men in each section gang	4

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?
Chicago Rock Island & Pacific Railway at Des Moines.

What railroads cross your road, either over or under, and at what locality?
Chicago, Milwaukee & St. Paul Railway at Madrid.
Chicago & Northwestern Railway at Boone.

Number of highway crossings at grade	68
Number of highway crossings under railroad	8

FENCING IN IOWA.

How many miles of fencing have you on your road	2
What is the average cost per rod $	.80
What is the total cost of same	512.00
How many miles of new fencing have you built during the year.	None.
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Polk county, miles	33
In Dallas county, miles	18
In Boone county, miles	29
Total miles	80

ROLLING STOCK.

	Owned.	Total.
Number of locomotives	3	3
Number of passenger cars	3	3
Number of baggage, mail, and express cars	1	1
Number of box freight cars	35	35
Number of platform cars	7	7
Number of coal cars	51	51
Number of other cars, excursion	8	8
Total	105	105

Maximum weight of locomotives and tenders: 18 tons.
Average weight of locomotives and tender: 17½ tons.
Number of locomotives equipped with train brake: 2.
Kind of brake: Westinghouse automatic.
Maximum weight of passenger cars: 10 tons.
Average weight of passenger cars: 8 tons.
Number of cars equipped with train brake: 10.
Kind of brake. Westinghouse.
Number of passenger cars equipped with Miller platform and buffer. 10.
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine 18 tons: 112 tons.

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	25,562
Miles run by freight trains during the year	25,260
Miles run by switching trains during the year	16,842
Total train mileage	67,664

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	2
Average number of cars in freight trains	5

PASSENGER TRAFFIC.

Total number of passengers carried	21,257
Total passenger mileage, or passengers carried one mile	432,382
Average distance traveled by each passenger, miles	20.3
Average amount received from each passenger, cents	77
Highest rate of fare per mile for any distance, cents	4
Lowest rate of fare per mile for any distance, cents	3
Average rate of fare per mile for all passengers	3.7

FREIGHT TRAFFIC.

Total tons of freight carried	18,680
Total freight mileage or tons carried one mile	482,893
Average rate per ton per mile received for all freight, cents	6.4

CAR MILEAGE.

Number of miles run by loaded freight cars north and south	115,196
Number of miles run by empty freight cars north and south	40,585
Total freight car mileage	155,781

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	15
Rate of speed of freight trains, including stops, miles per hour	10

TONNAGE OF ARTICLES TRANSPORTED.

Total tons carried	18.680

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot or at the office of such express company? U. S. Express Co.; first-class rate; light merchandise; at depot.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service? $42.75 per mile; company furnishes mail apartment in car, and delivers mails at terminal stations and where distance from depot to post-office does not exceed eighty rods.

What amount have you paid for receiving and delivering mail to and from stations on your road? Des Moines and Boone $5.00 each per month.

TELEGRAPH.

How many miles of telegraph are owned by your company? 42.365.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? D. M. & N. W. R'y, Des Moines to Clive, 7.18 miles.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882. July	Frank L. Stark, conductor	Des Moines	Fell from train.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	INJURED.		
	Passengers.	Employes.	Others.
Falling from train	...	1	....
Total	....	1	....

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons injured during the year	1
Number of casualties purely accidental during the entire year.	1
Number resulting from lack of caution, carelessness, or misconduct	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—J. S. Clarkson, Des Moines, Iowa.
Vice-President—J. S. Runnells, Des Moines, Iowa.
Secretary—J. S. Polk, Des Moines, Iowa.
Treasurer—F. M. Hubbell, Des Moines, Iowa.
General Superintendent—C. F. Meek, Des Moines, Iowa.
General Passenger Agent—T. L. Jelley, Des Moines, Iowa.
General Freight Agent—T. L. Jelley, Des Moines, Iowa.
Attorneys—Parsons & Runnells, Des Moines, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

J. S. Clarkson, Des Moines, Iowa.
J. S. Runnells, Des Moines, Iowa.
J. S. Polk, Des Moines, Iowa.
F. M. Hubbell, Des Moines, Iowa.
C. F. Meek, Des Moines, Iowa.

Date of annual meeting of stockholders first Thursday in January.
Fiscal year of company ends December 31st.
General offices of the company are located at Des Moines.

STATE OF IOWA, }
COUNTY OF POLK. } ss.

J. S. Clarkson, President, and C. F. Meek, General Superintendent, of the St. Louis, Des Moines & Northern Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having care-

fully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed) J. S. CLARKSON.

[L. S. OF R. R.] C. F. MEEK.

Subscribed and sworn to before me, this 1st day of October, A. D. 1883.

F. H. PERRY.

[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads this 2d day of October, A. D. 1883.

E. G. MORGAN,

Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CEDAR RAPIDS & MARION RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association.....	$ 60,000.00	
Amouut authorized by vote of the company.....	60,000.00	
Amount issued, number of shares 1,200; amount paid in.....		$ 60,000.00
Amount of common stock issued.....		
Total amount paid in as per books of the company.....		$ 60,000.00
Amount of stock per mile of road.....	$ 7,500.00	
Amount of stock representing the road in Iowa....	60,000.00	
Amount of stock held in Iowa.....	60,000.00	
Total number of stockholders.....	20	
Number of stockholders in Iowa.....	20	

COST OF ROAD AND EQUIPMENT.

Reported last year.....	$ 32,101.22
Construction of road and branches.....	19,844.66
Land, land damages and fences.....	3,009.56
Total expended for construction.....	$ 54,955.44
Average cost of construction per mile of road (8 miles).....	$ 6,869.43
Proportion of cost of construction for Iowa.....	All.

COST OF EQUIPMENT.

Reported last year.....	$ 8,667.79
Motors and cars.....	7,290.44
Total for equipment.....	$ 15,958.33
Total cost of road and equipment.....	70,913.77
Average cost of road and equipment per mile (8 miles).....	8,864.22
Average cost of road and equipment per mile in Iowa (8 miles)	8,864.22

GENERAL EXHIBIT.

Total earnings	$	19,539.62
Total expenses, including taxes		20,601.33
Net earnings (Deficit)	$	1,061.71
Interest paid on floating debt		127.28
Dividends declared		
Balance for the year (Deficit)		1,184.72
Balance at commencement of the year		1,605.88
Balance at the close of the year, June 30, 1883		421.16
Income from other sources than earnings		4.25
Total income from all sources for the year	$	19,543.87

ANALYSIS OF EARNINGS.

Earnings, passenger:			
From all passengers		$	19,213.18
From express and baggage			110.85
From mails			132.25
Total earnings, passenger department		$	19,456.28
Earnings per mile of road operated (8 miles)	2.442.98		
Rents received for use of road (car panels)			50.00
Rents received for use of stations, etc			33.34
Income from all other sources			4.25
Total income from all sources		$	19,543.87

Proportion of income for Iowa ..... $ 19,543.87

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$	4,128.59
Repairs of buildings, stations and water-tanks		146.11
Total	$	4,274.70

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs, cars and motors	$	2,819.49

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	3,312.47
Water supply		32.88
Oil and waste		451.18
Locomotive service, car and motor service		5,647.08
Old claims—accounts belonging to previous, not presented or paid until this year		609.65
Team expenses		1,379.28
	$	11,432.64

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	1,176.99
Extraordinary expenses (snow shoveling)		267.50
Insurance		45.00
Stationery and printing		202.86
General		159.86
Taxes in Iowa		222.29
Total	$	2,074.50

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	4,274.70
Maintenance of motive power and cars		2,819.49
Conducting transportation		11,432.64
General expenses, including taxes		2,074.50
Total operating expenses and taxes	$	20,601.33
Operating expenses and taxes per mile of road.....$ 2,575.17		
Proportion of operating expenses and taxes for Iowa		20,601.33

GENERAL RECAPITULATION.

Total income	$	19,543.87
Total operating expenses and taxes		20,728.59
Operating expenses above income (deficit		1,184.72

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Real estate		$ 3,509.56
Iprovement and equipment		$ 16,616.14
Main line	$ 33,488.21	
Fair ground line	1,300.38	
Adams street line	5,665.20	
Commercial street line	1,620.00	
West Side line	5,589.61—	47.643.60
Horses, wagons, and harnesses	1,964.48	
West Side stables	900.53	
West Side car house	606.72—	3,471.73
Old claims	609.65	
Interest	127.26	
Extraordinary expenses	267.50	
Taxes	222 29—	1,226.70
Office furniture and fixtures	10.75	
Rubber checks (city lines)	101.50	
Car furniture	113.43	
Construction material	34.25	
Miscellaneous tools	247.85	
General supplies	169.22—	677.00
Water		32.88
Repairs of track	4,128.59	
Car and motor service	5,647.08	
Officers and agents	1.176.99	
General expenses	159.86	
Fuel	3,312.47	
Oil, waste, and tallow	451.18	
Repairs of cars and motors	2,819.49	
General repairs	146.11	
Stationery and printing	202.96	
Team expenses	1,379.38	
Insurance	45.00—	19,469.01
Post-office department		37.50
Improvements on main line		1,617.22
Total		$ 94,321.34

CREDIT.

Stock	$ 60,000.00
Profit and loss	1,562.49
C. G. Greene, treasurer	2,073.24
Subscriptions	4.25
B., C. R. & N. R'y Co	351.50
Passenger earnings	19,213.18
Unpaid vouchers	1,220.84
Rents	33.34
Bills payable	8,452.00
Crane Bros. Manufacturing Co	.20
Mails	132.25
Car rents (panels in cars)	50.00
Pay-rolls (unpaid)	1,117.20
Express earnings	110.85
	$ 94,321.34

DESCRIPTION OF ROAD.

Length of main line of road from Cedar Rapids to Marion, miles	5
City lines, Cedar Rapids	3
Total length of road belonging to this company, about 8 miles.	
Total length of iron rails in tracks in Iowa, exclusive of sidings, miles	8
Weights per yard, iron, 16, 22, and 35 pounds.	
Gauge of track, 4 feet, 8½ inches.	
Total miles of road operated by this company	8

STATIONS.

Number of stations on all roads owned by this company	2
Number of stations on all roads operated by this company	2

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	21
Amount paid employes, including officials, on all roads operated by this company	$ 13,800.00

ROAD-BED AND TRACK.

Number of track sections in Iowa	1
Average length of sections, miles	8
Average number of men in each section gang	4
Number of new ties laid in track during the year in Iowa, about	1,350

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Milwaukee & St. Paul R'y, at half way between Cedar Rapids and Marion.

Burlington, Cedar Rapids & Northern R'y, at Cedar Rapids.

Chicago & Northwestern R'y, at Cedar Rapids.

ROLLING STOCK.

	Owned.	Total.
Number of locomotives (motors)	4	4
Number of passenger cars	9	9
Total	9	9
Maximum weight of locomotives and tenders, tons		6 and 8
Number of locomotives equipped with train brake		4
Kind of brake? Steam.		
Number of cars equipped with train brake		9
Kind of brake, common hand brake.		

MILEAGE TRAFFIC, ETC.

Average amount received from each passenger, cents, about	8 or 9
Highest rate of fare per mile for any distance, cents	3
Lowest rate of fare per mile for any distance, cents	1.5
Average rate of fare per mile for all passengers, cents	2

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? A local express company, known as the Twin City Express Company.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? $150 per annum.

What amount have you paid for receiving and delivering mail to and from stations on your road? $17.75.

TELEGRAPH.

What company, if any, owns a line of telegraph on your right of way? None.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY.
1883. June 23	Eddie Russell, sold papers	Cedar Rapids	The boy jumped on the car on First Avenue, and while in motion tried to step from passenger to express car and fell between them, and the express car passed over him. He lived half an hour. No blame is attached to the company.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—William Green, Cedar Rapids, Iowa.
Vice-President—O. T. Richmond, Marion, Iowa.
Secretary—N. B. Consigny, Cedar Rapids, Iowa.
Treasurer—C. G. Greene, Cedar Rapids, Iowa.
Superintendent—William Elsom, Cedar Rapids, Iowa.
Attorneys—Blake & Hormel.

DIRECTORS, NAME AND ADDRESS.

William Greene, Cedar Rapids, Iowa.
S. C. Bever, Cedar Rapids, Iowa.
N. C. Blake, Cedar Rapids, Iowa.
G. W. Bever, Cedar Rapids, Iowa.
C. G. Greene, Cedar Rapids, Iowa.
O. T. Richmond, Marion, Iowa.
R. M. Jackson, Marion, Iowa.

Date of annual meeting of stockholders, third Monday in January.
Fiscal year of company ends December 31st.
General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA, }
COUNTY OF LINN. } ss

William Greene, President, and William Elsom, Superintendent, of the Cedar Rapids and Marion Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed) WM. GREENE,
[R. R SEAL.] W. ELSOM.

Subscribed and sworn to before me, this 23d day of July, A. D. 1883.

N. B. CONSIGNY,
[SEAL.] *Notary Public in and for Linn County, Iowa.*

Received and filed in the office of the Commissioners of Railroads, this 27th day of July, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

APPENDIX A.

ADJUSTMENT OF COMPLAINTS.

ADJUSTMENT OF COMPLAINTS.

C. M. BROWN, ANAMOSA, IOWA, *Complainant*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN AND CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANIES, *Respondents*. } *Overcharge.*

Filed December 4, 1882.

ANAMOSA, IOWA, November 20, 1882.

To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—On November 2, 1882, there was shipped at Iowa City, Iowa, by the Burlington, Cedar Rapids & Northern Railway, one Jersey heifer, consigned to C. M. Brown, Anamosa, Iowa. On November 3d, said heifer was delivered to consignee, at Anamosa, Iowa, by the Chicago, Milwaukee & St. Paul Railroad. The distance said animal was carried by the B., C. R. & N. Railway was about thirty-five miles, and by the C., M. & St. P. R. R. was twenty-four miles. The freight charge for such carriage, as shown by freight bill attached was:

B., C. R. & N. R'y	$ 6.30
C., M. & St. P. R'y	$ 5.60
Total	$11.90

Which charges assignee paid.

C. M. Brown, said consignee, complains of said roads that they have overcharged him for carrying said animal, and claims that said freight charges should be, or about, as follows, to-wit: Under the law of 1874, chapter 68 of the Fifteenth General Assembly, the B., C. R. & N. R'y would be entitled to charge: about thirty-two miles, first class, twenty-four cents per hundred pounds (horned animal double first class, forty-eight cents per hundred pounds).

Road class "A", 90 per cent of 48 cents	.43.2
About 600 pounds, at 43 2 cents	$2.59.2
For hay, straw and care, say	1.00
	$3.59.2
Amount charged as shown by bill	6.30
	$2.70.8

The C., M. & St. P. Railway would be entitled to charge, 24 miles, first class, 21.2 cents:

Horned animal (double first class), cents	42.4
Road class "C", add 20 per cent	8.48
	50.88
About 600 pounds, at 50.88 cents per 100	$3.05.2
Charged as shown by bill	5.60
C., M. & St. P. R'y overcharge	$2.54.8
B., C. R. & N. R'y overcharge	2 70.8
Total overcharge	$5.25.6

The above facts are respectfully submitted, and complainant asks said Board if in their judgment complainant is entitled to any rebate on said freight, that the Board take such steps to have the same refunded as may be proper and right.

Respectfully,

C. M. BROWN.

I have examined the foregoing statement of C. M. Brown, and believe it to be correct, except in this: I think he has overstated the distance from here to Cedar Rapids, it being but 32 miles; and the heifer was shipped by me to him November 2, 1882, and would weigh less than 600 pounds, in my judgment. The agent here estimated her at 500 pounds, and from rates paid by me on similar cattle on the Chicago, Rock Island & Pacific Railway, from Davenport, on several occasions, I think the rates charged by these roads against Mr. Brown is very excessive, being nearly three times that charged me by the C., R. I. & P. R'y Co., from Davenport—50 miles. The $1.00 allowed in Mr. B.'s statement for hay and straw is unnecessary, as I furnished that myself.

L. ROBINSON.

Iowa City, November 21, 1882.

ANAMOSA, IOWA, November 30, 1882.

Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I inclose a statement of facts in reference to excessive charges on one animal by the Chicago, Milwaukee & St. Paul Railway and Burlington, Cedar Rapids & Northern Railway, from Iowa City to this point. My case has been submitted to the general freight agents of both these roads, and they refuse to do anything. It will be seen by the inclosed bill that the companies put on a fictitious weight, and make that a basis for first class rates; the fictitious weight being four times the actual weight as estimated by the agent at Iowa City of the B., C. R. & N. R'y. In the statement presented the Granger law of 1874 is used, to get at what that legislature thought would be a fair rate for such service. I respectfully call your attention to the statement of Hon. Levi Robinson, of Iowa City, from which you will see that I have been liberal in the weight and distance, and in the item of feed used in the statement made. If either of these roads desired a piece of my land, for which they thought I asked too much, it would have the right to ask a jury to assess a value. These roads have asked me an excessive price for carriage (Mr. Robinson says *very excessive*): have I not some rights before a jury, *i. e.*, the Board of Railroad Commissioners, and has not this jury the power to fix a rate in this case that will be right and just? Whether this comes before you in a proper manner or not, I know not, but will probably find out by trying.

Yours respectfully,

C. M. BROWN.

A copy of this complaint was sent to the General Manager of the Chicago, Milwaukee & St. Paul Railway, and the General Superintendent of the Burlington, Cedar Rapids & Northern Railway, and they replied as follows:

MILWAUKEE, December 7, 1882.

E. G. MORGAN, ESQ., *Secretary of Railway Commissioners, Des Moines, Iowa:*

DEAR SIR—Your favor of 5th inst. is at hand, inclosing copy of complaint made by C. M. Brown, of Anamosa. I cannot find that Mr. Brown has ever made any claim upon the freight department of this road for the correction of what he considers an erroneous charge in this matter, and suggest that he should take that course and present his case to our agent at Anamosa, who will forward it for investigation. I beg to assure you that we are always ready to correct any mistakes that may have been made in weights or rates.

Yours truly,

P. M. MYERS,
Assistant to the General Manager.

CEDAR RAPIDS, IOWA, December 11, 1882.

E. G. MORGAN, ESQ., *Secretary Railway Commissioners, Des Moines, Iowa:*

DEAR SIR—In reply to yours of December 4th, in regard to complaint of C. M. Brown, of overcharges on shipment of one cow, from Iowa City to Anamosa, would say, that this animal was taken from Iowa City to Cedar Rapids at our regular rate, on an estimated weight of two thousand pounds, at twenty-nine cents per hundred, making $5.80. This cow occupied an entire car and it certainly seems to me that this small sum for a haul of thirty-two miles is not unreasonable, and for the very reason that stock of this kind especially, is generally offered in small quantities (often a single animal), and of course must not be delayed until such time as it can be shipped with other freight; hence an estimated weight is necessary in excess of the actual weight in order to compensate in some measure for such an extraordinary expense. This car or some other in the place of it (in the course of business empty cars being needed at the coal mines on the Iowa City Division), must be returned from Cedar Rapids to Iowa City empty, thus in fact doubling the haul of this car, for which the charges on this animal were the only remuneration. I trust that this explanation will be sufficient to satisfy not only the Honorable Commissioners, but Mr. Brown, that no injustice was done him in this matter.

Yours truly,

C. J. IVES,
General Superintendent.

A copy of each of the above letters was sent to Mr. Brown, and he was asked by the Board whether he had any understanding with either of the railway companies as to weight or rate, and if it was not the universal custom of all railway companies, when shipping a single horned animal, either large or small, to estimate the weight at two thousand pounds. Mr. Brown replied that he did not know what the custom was.

ANAMOSA, December 16, 1882.

Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—In reply to yours of 13th inst., would say, that before shipping the animal in question, I got rates from our express agent from Iowa City to this point, which were $1.50 per hundred or $7.50 for the shipment. My correspondence with Mr. Robinson will show that I stated this fact to him, since I was aware that he had been shipping more or less for some time, and asked his advice as to method of shipment; his reply was that he had always shipped by freight, and had found that method satisfactory. I thereupon wrote him to ship by freight, which he did, writing me that the agent at Iowa City could not give rates from that point to Cedar Rapids on a single animal, but could only tell him what rates were on car load lots. Mr. Robinson was as much astonished at the charge as myself, and wrote Mr. Ives of the B., C. R. & N. R'y concerning it. I submitted the statement made up to Mr. Robinson for any suggestions or endorsement he might see fit to make; his endorsement is before you. His suggestion was that I correspond with the General Freight Agents of the two roads, which I did, and have their replies, Mr. Merrill to the contrary notwithstanding. I do not know what the universal custom of railroads is, as to estimating a weight of two thousand pounds for horned animals. I only know what these two roads did in this case. I suppose conceding that the rate charged was the usual first class rate, the only question is, what should I pay for, at the proper rate—five hundred pounds, one thousand pounds, two thousand pounds, or ten thousands pounds? Can a railroad company place any fictitious weight on any article, and collect therefor? And if there is a reasonable line, where shall that line be drawn and by whom?

Yours very truly,

C. M. BROWN.

DECISION OF THE COMMISSIONERS.

This is a case wherein C. M. Brown, of Anamosa, Jones county, Iowa, complains that he is charged too much for transportation of an animal from Iowa City, in Johnson county, to Anamosa, in Jones county.

On November 2, 1882, a Jersey heifer was shipped from Iowa City by Levi Robinson, consigned to C. M. Brown, at Anamosa, by the Burlington, Cedar Rapids & Northern and the Chicago, Milwaukee & St. Paul Railways.

The distance from Iowa City to Cedar Rapids is thirty-two miles, and the charge $6.30. The distance from Cedar Rapids to Anamosa *via* the C., M. & St. P. R'y is twenty-four miles, and the charge $5.60. The total distance is fifty-six miles, and the total charge $11.90.

Mr. Brown cites the law of 1874 as limiting the charges on horned animals to double first class. On Class A roads it would be, he states, for thirty-two miles, on an estimated weight of six hundred pounds, $2.592, and for thirty-four miles, Class C, $3.052; total, $5.644, or $2.59 on the B., C. R. & N. R'y and $3.05 on the C., M. & St. P. R'y.

The B., C. R. & N. Railway Company say that they estimate single animals at two thousand pounds, and charge twenty-nine cents per hundred; that the heifer occupied a whole car; that stock of this kind is offered in small quantities—often a single animal—and cannot be delayed until such time as it can be shipped with other freight; that an estimated weight is necessary to compensate for the extraordinary expense; that cars go to Iowa City to bring back coal; that this animal took the place of a car load of coal in this instance. The question in this case is whether under the circumstances the charges were excessive. The amounts allowed by the law of 1874, referred to by complainant, are evidently too little for the use of a car for the distance and time. A decision of the Iowa Supreme Court (*McCune v. B., C. R. & N. R'y Co.*, 52 Iowa, p. 600), holds carriers liable for greater damages in the moving of thoroughbred animals than common stock, which would justify carriers in making heavier charges as insurance not contemplated by the law of 1874, providing for the transportation of horned animals. The space occupied by a single animal justifies an estimated weight—or pay for car space. The rate is greater, being for short hauls over two roads, justified in consequence of the greater time occupied of the car in each case. One car running fifty-six miles over one road takes less time than two cars making the same distance over two roads, owing to time of unloading, transferring and reloading, switching and billing.

The Board is not of the opinion that the charge in either case was more than reasonable compensation for the service. It would not be reasonable to require a class "A" railroad company to haul a single animal thirty-two miles for $2.59, nor to require a class "C" road to haul a single animal twenty-four miles for $3.05, when dispatch requires the assignment of a whole car.

Des Moines, Iowa, February 27, 1883.

C. E. CURL, BLOOMFIELD, IOWA, *Complainant*,
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent*.

For failure to comply with advertised excursion rates.

Filed December 6, 1882.

BLOOMFIELD, IOWA, December 3, 1882.

GENTLEMEN—I have a little matter of interest to myself, and perhaps to you, to bring before you, in reference to an excursion over the Chicago, Burlington & Quincy Railroad. On the fifteenth of November I saw a poster, or handbill of an excursion over the above named road to Nebraska. It said nothing about the rates, but said at the bottom of the bill, "For further information, address E. S. Van Noorden, General Agent, Ottumwa." I wrote to him for rates to Omaha and Wahoo, Nebraska. I will enclose his letter and you can see what he wrote me concerning the expense. On Wednesday, November 15th, I started with my family to go on the trip. When we got to Ottumwa I went to the C. B. & Q. ticket agent to get my tickets, and he said they did not sell tickets until 9 P. M. I asked him what the fare would be to Wahoo, and he said $9.20. Then I went back to the hotel where I had left my wife and child, and stayed until 9 P. M., when we went to the depot to get our tickets and have our baggage checked. I went to the ticket office and called for two tickets for Wahoo and he said $28.80. "I guess you are mistaken, sir." He said "I am not," and said he would explain to me. I showed him the letter I had received from him, and he then said that the reason it was $10.40 more on two tickets was that not as many came as was expected would be there. I told him he did not state anything of the kind in his letter to me or I should not have come. See if you can find anything like that in his letter to me. Have they any right to defraud a man that way? It was a damage to me that I could not go, as I am a poor man and had business out there to transact, and I thought I would go on that trip as it would only cost me about half fare, but when they raised the fare I could not go. I think I ought to have damages for it. Please look into the matter and let me know if there is anything due me. I was instructed by some business men here to lay the case before you for investigation.

Very truly yours,
CHAS. E. CURL.

OTTUMWA, IOWA, Nov. 11, 1882.

C. E. CURL, *Esq., Bloomfield, Iowa:*

DEAR SIR—Your favor of 10th instant at hand. Rates on excursion tickets are, from Ottumwa to Omaha, round trip, $6.50; from Ottumwa to Wahoo, $9.20. Tickets good for thirty days. Stopovers are allowed to passengers. Train leaves here at 9:30 P. M. Come and join us and have a good time.

Yours very truly,
S. E. VAN NOORDEN.

A copy of Mr. Curl's complaint was sent to Thomas J. Potter, General Manager Chicago, Burlington & Quincy Railroad, asking him as to the facts in the case, and if the railroad company did advertise to run an excursion train to Nebraska, why said train was abandoned. Mr. Potter's reply was as follows:

CHICAGO, December 27, 1882.

E. G. MORGAN, ESQ., *Secretary Board Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Your favor of the twenty-first in regard to complaint of C. E. Curl, Bloomfield, Iowa, which you communicated to me December 7th, is received. Delay in replying to your former letter has been owing to investigations, which I immediately instituted on receipt

thereof, but which have just been completed. The excursion in question was got up by S. E. Van Noorden, who is an excursion agent for the Union Pacific Railway, in the land department, and in no way connected with this company. Our passenger department named a one-fare rate from Ottumwa to Council Bluffs and return, on the express condition that there should be fifty people in the party, but at the time the excursion was to leave only about a dozen persons made their appearance, and accordingly the agreement for reduced rates of fare became void. We had nothing to do with these rates beyond Council Bluffs, but in order to make the disappointment of those who desired to make a trip to Nebraska as light as possible, our passenger department sold them land explorer's tickets to Columbus, Nebraska, which are considerably lower than regular tickets. As we did not get up the excursion or advertise it or were in any way interested in it except to the extent of naming reduced rates of fare on certain conditions, I fail to see wherein this company is to blame for the failure of the excursion to take place. Mr. Curl's letter and correspondence attached returned herewith.

Yours truly,

T. J. POTTER.

On January 1, 1883, Mr. Curl wrote the Board of Commissioners enquiring as to the status of his case, and urging them to terminate it as speedily as as possible. This was answered on January 20th, as follows:

DES MOINES, IOWA, January 20, 1883.

CHAS. E. CURL, *Bloomfield, Iowa:*

DEAR SIR—The Board of Railroad Commissioners have investigated your complaint against the Chicago, Burlington & Quincy Railroad Company, and find the facts to be that the company had agreed with one S. E. Van Noorden to sell him, for an excursion, fifty tickets from Ottumwa to Council Bluffs and return, the excursionists to leave Ottumwa on a certain train agreed upon, and that Mr. Van Noorden had a similar arrangement with the Union Pacific Railway Company. The conditions were expressly stated that there should be fifty people in the party and the company provided to carry that many extra on that train. At the time Mr. Van Noorden's fifty persons were to leave only about a dozen made their appearance. The company said that having failed to perform his contract, there is properly no claim upon them; this is technically true, and legally you have no remedy. The Board are of the opinion, however, that the railroad company should not deal with irresponsible parties, whereby the public suffer loss and inconvenience, and suggested to the general manager that your case, under the circumstances, deserved consideration. The Board have sent the papers to him with their views, and think you will receive some communication that will be satisfactory, in a few days.

Respectfully,

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, January 20, 1883.

T. J. POTTER, *General Manager Chicago, Burlington & Quincy Railroad, Chicago, Ill.:*

DEAR SIR—In the matter of Chas. E. Curl, Bloomfield, Iowa, versus your company, the Board have sent complainant a letter of which a copy is enclosed, and have dismissed the case. Mr. Curl, you will remember, desired to go from Ottumwa to Wahoo, Nebraska, and was disappointed.

By order of the Board,

E. G. MORGAN,
Secretary.

BLOOMFIELD, IOWA, February 3, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners:*

DEAR SIR—It is with pleasure I return thanks to you for services rendered in securing me a pass over the Chicago, Burlington & Quincy Railroad. I received a letter from T. J. Potter January 26th, as above stated, with pass enclosed, for which I give you credit.

Yours truly,

CHAS. E. CURL.

SWEZEY & BORMAN, NEWELL, IOWA, *Complainants,*
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, *Respondent.*
} *Overcharge for switching.*

Filed December 20, 1882.

NEWELL, IOWA, December 15, 1882.

M. C. WOODRUFF, ESQ.

DEAR SIR—We learn that you are one of the Railroad Commissioners for the State, and if so, we desire to present a little matter for your consideration, viz.: On October 3d we bought a car of lumber in Minneapolis, and had it shipped to Fort Dodge *via* the Minneapolis & St. Louis Railway, who placed it on our transfer track at that place, and charged us their regular tariff, ten cents per hundred pounds. The Illinois Central take the car from the transfer and charge $5.10 for doing so; add the same in freight bill as advanced charges, and then charge us their regular freight tariff in addition, from Fort Dodge to this place. If they have the legal right to make the charges, as above shown, we have nothing more to say, but if not, we want the amount refunded. We have received many cars from other railroads connecting with this line, but have not been obliged to pay switching. An early reply will oblige

Yours respectfully,

SWEZEY & BORMAN.

P. S. We have made a claim to the railroad company for the amount named, and they refuse the claim. S. & B.

Receipt of the above complaint was acknowledged by the Board and a copy forwarded to W. K. Ackerman, President Illinois Central Railroad, with a request for his answer to the allegations of Messrs. Swezey & Borman. Reply was received from J. F. Tucker, Traffic Manager Illinois Central Railroad, as follows:

CHICAGO, January 2, 1883.

E. G. MORGAN, ESQ.

MY DEAR SIR—Absence, and a wish to look fully into the matter, has delayed an answer to your esteemed favor to our President. The case of Swezey & Borman is analogous to the one of Malden. The switching charge that in the latter the Commissioners decided was reasonable, was one and one half cents per hundred pounds. Please notice that this car's contents weighed thirty-four thousand seven hundred pounds, which, at one and one half cents per hundred makes the $5.10. Trusting this explanation is satisfactory, I remain

Your obedient servant,

J. F. TUCKER, T. M.

DECISION OF THE COMMISSIONERS.

On December 15, 1882, Messrs. Swezey & Borman, dealers in lumber at Newell, Iowa, wrote the Board that on the 6th of October they received a car of lumber from Minneapolis, that was hauled to Fort Dodge over the Minneapolis & St. Louis Railway and delivered at the transfer to the Illinois Central Railroad.

The charge for freight from Minneapolis to Ft. Dodge was	$36.70
Switching charge at Ft. Dodge	5.10
Freight from Ft. Dodge to Newell	24.20
Total	$66.00

They say that the Illinois Central road takes the car at the transfer and for switching it into their trains charges $5.10 in addition to the regular rates from Fort Dodge to Newell, and they ask if the company has the legal right to make this charge. Mr. J. F. Tucker, General Traffic Manager, replies that the case is analogous to the Malden case decided by the Commissioners, in which they allowed charges for switching at one and one half cents per hundred pounds. The transfer track on which this car was left by the M. & St. L. Company was three-fourths of a mile west of the Fort Dodge station, and it was switched from there to the yard at the station and put into the train. The Board held in the Malden case that the company was entitled to compensation for switching from the transfer, and from the evidence before them, concluded that three dollars per car was a reasonable charge for the service. On the second day of May, 1881, in deciding the Malden case, the following language is used: "The Commissioners deem it proper to submit the above evidence for examination, and any reply you may think fit to make. As at present advised the Commissioners regard the transfer charge of five dollars per car exorbitant, and they are strengthened in this opinion by the fact that only three dollars per car is charged for the delivery of goods at the same transfer from the gypsum mill, more than three times as far."

The Commissioners are of the opinion that three dollars per car for switch-

ing these cars, even if the load weighs thirty-four thousand seven hundred pounds, is a liberal compensation for the service, notwithstanding the fact that the company gets on this lumber only the short haul, or $24.20 per load from Fort Dodge to Newell, forty-three miles.

The cost of switching a car loaded with thirty-four thousand seven hundred pounds is not materially greater than for one loaded with twenty thousond pounds, and three dollars is a liberal price for the service. They are, therefore, of the opinion that $2.10 should be refunded to Messrs. Swezey & Borman.

Des Moines, Iowa, March 2, 1883.

A. N. HASKINS, ESTHERVILLE, IOWA, *Complainant*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondent*.
} *Damage by fire from a locomotive.*

Filed January 2, 1882.

ESTHERVILLE, IOWA, December 28, 1882.

To the Board of Railroad Commissioners of the State of Iowa, Des Moines, Iowa:

GENTLEMEN—On or about the twenty-first day of October, 1882, an engine, controlled and operated by the Burlington, Cedar Rapids & Northern Railway Company, set out a fire which destroyed a large amount of property owned by Mr. A. N. Haskins, a farmer residing in Estherville township, Emmet county, Iowa, near the line of said railway. The property so destroyed consisted of hay, stock, farm implements, stables, etc., and was of the cash value of two hundred and ten dollars. This damage was caused by no fault or negligence of your petitioner, but the same was caused by the neglect of said railway company in furnishing and using defective machinery whereby fire was allowed to escape and permitting combustible material to accumulate on the right of way of said railroad. The company have neglected to adjust and pay this claim; therefore I ask that your honorable board take such action in the premises as you deem best. Any further statement, affidavits or whatever is necessary to assist you in the correct determination of this matter, I will, if in my power, gladly furnish.

Respectfully,

E. D. MCNEILAN,
Attorney for Petitioner,
A. N. HASKINS.

A copy of the above complaint was forwarded to C. J. Ives, General Superintendent of the Burlington, Cedar Rapids & Northern Railway Company, to which the following reply was received:

CEDAR RAPIDS, IOWA, January 23, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—An apology is due for delaying the reply to claim of A. N. Haskins, Estherville, Iowa, but papers were mislaid and in press of other business, forgotten. I enclose statement of Mr. Brady, general agent, and also of Mr. C. S. Bennett, who personally investigated the case. From these we decided that the claim was not substantiated. First, the evidence shows the engine to have been in good order. Second, the fire from an engine was too remote to make the railway company liable. Third, doubtful if fire which burned property

originated from engine. I also enclose original affidavit of Mr. Haskins. We feel very confident that the honorable commissioners, on investigation will, from the facts shown, decide that the railway company is not liable for this damage.

Yours truly,

C. J. IVES,
General Superintendent.

CEDAR RAPIDS, IOWA, January 23, 1883.

C. J. IVES, *General Superintendent:*

DEAR SIR—In reply to your verbal instructions of a recent date, I herewith submit for your consideration all papers in claim of A. N. Haskins against this company for damages sustained by him by a fire which he claims to have originated on our line Friday, October 20th, but which did not reach his place until Saturday evening, October 21, 1882. Please note complete statement, dated Estherville, November 30, 1882, which was made by C. S. Bennett, one of our special adjusters who was sent out on certain portions of our Pacific Division to investigate the origin, causes, and extent of many prairie fires which prevailed during the month of October, 1882, on this section of our line, especially north of Iowa Falls, all of which were attributed to our engines by the inhabitants of that vicinity. From facts reported to me by Mr. Bennett in this particular case, I do not see that the company's liability is established in any respect, and I therefore instructed him not to entertain the claim. In this connection please note that the engine which is reported to have set the fire is reported to have been in good condition by both engineer and fireman, who examined the stack next day after the fire occured, and also by the foreman of our round house in this city, who keeps a record of the condition of all the engines on our line. I understand the law to be that if we can prove our engines to be in good condition, it is a complete defense against our liability for fires. Considering this fact in connection with the others enumerated before, I cannot see the justice of Mr. Haskins' claim.

Yours truly,

W. P. BRADY.

ESTHERVILLE, IOWA, Nov. 30, 1882.

W. P. BRADY, *General Agent:*

DEAR SIR—In case of A. N. Haskins, living west of Estherville who claims to have had his hay, stabling, etc., burned October 21st, caused by sparks from an engine run on the Burlington, Cedar Rapids & Northern Railway. I have examined into it thoroughly, and it is very questionable in my mind whether it was caused by the company's engine or not. The facts are simply these: Engine No. 5, pulling train sixty-seven, set a fire near mile-post 215 about three P. M., October 20th. The wind was blowing from the south and the fire is said to have burned up to near Jackson, Minnesota, some fifteen miles distant. Some time in the night, or morning following, the wind changed to the northwest (as Haskins claims and has sworn to), and about three P. M. of the twenty-first, twenty-four hours after the fire was set, a fire came from the northwest and burned out Haskins, living about two miles southeast of where the fire originated. There is no proof that it was caused by the fire set by an engine on the road, but mere supposition. You will see that the fire would have run fifteen miles north and seventeen miles southeast before reaching Haskins. This being the case, I could not in justice to the company, pay the claim.

Truly,

C. S. BENNETT.

Engineer W. B. Carle and Fireman W. F. Lefronick both say: "Engine five's netting was all right. Looked at it the next day after the fire."

DES MOINES, IOWA, January 27, 1883.

C. J. IVES, ESQ., *General Superintendent Burlington, Cedar Rapids & Northern Railway, Cedar Rapids, Iowa:*

DEAR SIR—In the matter of the complaint of A. N. Haskins for damages for property destroyed by fire charged to have been set by your employes while using defective machinery: In your answer Mr. W. P. Brady says: "I understand the law to be that if we can prove our engines to be in good condition, it is a complete defense against our liability for fires." Will you have the kindness to cite the Board to the statute or decision upon which the above statement is based.

Very respectfully,

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, January 27th, 1883.

E. D. MCNEILAN, *Attorney for A. N. Haskins, Estherville, Iowa:*

DEAR SIR—In the matter of the complaint of *A. N. Haskins vs. Burlington, Cedar Rapids & Northern Railway Company*, for damages caused by fire to his property, filed in this office January 2d, the company deny that their machinery was defective, or that the fire which destroyed complainant's property originated from their locomotives, or was set by their employes. The Commissioners therefore ask you to furnish them such proofs as you may be able to obtain to substantiate the facts as set forth in the petition of complaint.

Very respectfully,

E. G. MORGAN,
Secretary.

CEDAR RAPIDS, IOWA, January 31st, 1883.

E. G. MORGAN, ESQ., *Secretary Railway Commissioners, Des Moines, Iowa:*

DEAR SIR—Reply to yours of 27th, asking for the authorities in regard to liability of railways for damages from fire. The decisions referred to are *Slosson vs. B., C. R. & N. R'y*, 51 Iowa, 294; *Small vs. C., R. I. & P. R'y*, 50 Iowa, 338.

Yours truly,

C. J. IVES,
General Superintendent.

ESTHERVILLE, IOWA, February 6th, 1883.

E. G. MORGAN, *Secretary, Des Moines, Iowa:*

DEAR SIR—In *Haskins vs. Burlington, Cedar Rapids & Northern Railway Company*, if not contrary to your practice, will you please send me copies of answer, etc., of railway company, and much oblige.

Respectfully,

E. D. MCNEILAN.

OSKALOOSA, IOWA, April 13th, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Herewith find affidavits of complainant A. N. Haskins and Mr. W. J. McCulla, a farmer residing in the immediate vicinity of the fire. These statements show, 1st, that the fire was set out by engine "5" of the *Burlington, Cedar Rapids & Northern Railway Com-*

pany. This is also stated as a fact in letter of Mr. C. S. Bennett. 2d. That said fire destroyed the property of complainant. 3d. That said engine was defective and frequently set out fires. 4th. That dead grass and weeds were allowed to remain and cover the right of way at the point where said fire originated or was set out. Section 1289, Code, provides, "That any corporation operating a railway shall be liable for all damages by fire that is set out or caused by operating of any such railway," thus creating an absolute liability when the fact of setting out the fire is shown. By a judicial annex of a divided court this section has, in the case of *Small vs. C., R. I. & P. R'y Co.*, 50 Iowa, 338, been construed as making the fact of an injury so occurring *prima facie* evidence of negligence. Also, *Small vs. C., R. I. & P. R'y*, 55 Iowa, 582. Mr. Brady's statement is not upheld by authorities he cites, as in *Small vs. C., R. I. & P. R'y*, 50 Iowa, 343, the court especially excepts cases where fire originates on right of way. The two elements making absolute liability, 1st, setting out fire, 2d, negligence, are in this case so clearly shown that we believe the Honorable Board will, from the facts shown, justly award us an order for payment.

Respectfully,

R. D. McNEILAN.

STATE OF IOWA, }
EMMET COUNTY. } ss.

I, A. N. Haskins, on oath do say that I am complainant in cause *Haskins vs. Burlington, Cedar Rapids & Northern Railway Company*, and am a resident farmer of Emmet county, Iowa. That on the 21st day of October, A. D. 1882, there was destroyed by fire property owned by me in kind and of value as follows, to-wit:

Five stacks of hay, measuring about one hundred and forty-six feet long (total), nine feet wide, and nine feet high, in all 11,826 feet. Said hay was upland prairie hay, and seven feet square is the customary amount called a ton; making thirty-four and one half tons, of the actual cash value of $2.50 per ton	$ 86.25
One single harness	4.00
Lumber, 800 feet	14.00
Lumber, joists, rafters, and studding	10.00
"Iowa" stable	5.00
Farm implements	5.00
Chickens	3.00
Wagon box	12.00
Twelve fence posts	1.50
Wheel of corn plow and beam of breaking plow	4.00
Total value	$ 144.75

That above described property, of the actual cash value of $144.75, was totally destroyed by fire as aforesaid, and as I verily believe said fire was set out by an engine operated on the Burlington, Cedar Rapids & Northern Railway; that on several different occasions I have seen engine No. 5 set out fires in my neighborhood, and further saith not.

Dated at Estherville, Iowa, this 15th day of February, A. D. 1883.

A. N. HASKINS.

Sworn to before me and subscribed in my presence by A. N. Haskins, this 15th day of February, A. D. 1883.

R. D. McNEILAN,

[L. S.] *Notary Public in and for Emmet county, Iowa.*

STATE OF IOWA, }
EMMET COUNTY. } ss.

I, W. J. McCulla, on oath do say that I am a resident farmer of Dickinson county, Iowa. That on or about five o'clock, P. M., October 20th, 1882, I saw engine No. 5 set out a fire near mile post 216 on the Burlington, Cedar Rapids & Northern Railway; that said fire was set out in the dead grass and weeds that had been allowed to accumulate and remain on the right of

way of said B., C. R. & N. R'y; that at the time said engine of said railway set out the fire they were going up the heavy grade and, as I thought, with a very heavy train. At the time the fire was set out the wind was in the south and the fire soon communicated to the prairie north of the railway company's right of way. The wind continued in the south until the next day about 1 o'clock, P. M. That the fire, from the time it started, continued to spread side-ways, and at the time the wind changed, October 21st, it was still burning on the east line, and directly east of the starting point. At said time the wind changed and blew from the northwest, spreading the fire along its entire length to the east, and burning the property of Mr. A. N. Haskins. I know it to be the same fire that started from said engine No. 5, operated by the B., C. R. & N. R'y Co., that communicated with and burned the property of Mr. Haskins. That on several different times I have seen said engine set out fires in the same vicinity while going up grades, and have seen chunks of burning coals of considerable size thrown from the stack of same, all during the fall of 1882. That before said fire the company neglected to clear their right of way of combustible matter at said starting place of fire and along said railway, but allowed the same to accumulate.

Signed at Estherville, Iowa, this 15th day of February, A. D., 1883. I have heard read the oregoing statements and the same are true as I verily believe.

W. J. McCULLA.

Sworn to before me and subscribed in my presence by W. J. McCulla, this 15th day of February, A. D. 1883.

E. D. McNEILAN,
[L. S.] *Notary Public in and for Emmet county, Iowa.*

DES MOINES, IOWA, April 14, 1883.

C. J. IVES, *General Superintendent B., C. R. & N. R'y, Cedar Rapids, Iowa:*

DEAR SIR—With this I hand you the original affidavits in the matter of the complaint of A. N. Haskins against your company, just received. Please give the matter your attention and return with the papers your answer to the new testimony, if you desire to file one.

By order of the Board.

E. G. MORGAN,
Secretary.

CEDAR RAPIDS, IOWA, April 16, 1883.

E. G. MORGAN, ESQ., *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Your letter of the 14th instant, in relation to the above claim, has been duly received. The fire that is complained of, in the opinion of the solicitor of this company, which caused the damage, is too remote to be charged to any alleged negligence of this company. The damages that resulted occurred some ten or twelve miles, as we are informed, from the railway track, and under such circumstances as that we think your honorable body will agree with us as to the law that the damages in question are too remote in law to locate the liability. Moreover this company can show conclusively that the engine complained of was supplied with the latest and best known appliances for the prevention of the escape of fire and sparks, and was operated by the most skillful and careful employes. Under the decision of the Supreme Court, case of *Small vs. C., R. I. & P. R. R.*, 55 Iowa, 582, if the company can show the facts it is a complete defense of the action, whether the right of way was free from combustible material or not. Under these facts, we respectfully submit that your honorable body should not hold the company liable for this alleged damage. If, after the plaintiff has made his showing, you desire affidavits on the part of this company as to the truthfulness of the above allegations, we stand ready to furnish them. We would further suggest that the fire complained of occurred on the 20th of October, 1882, and the damages

for which this plaintiff asks relief did not happen until the 21st; further it is very improbable that there could be proof sufficiently certain to fix it, as the damages occurring from the fire of the 20th.

Very respectfully submitted.

C. J. IVES,
General Superintendent.

DES MOINES, IOWA, April 24, 1883.

C. J. IVES, *General Superintendent, Cedar Rapids, Iowa:*

DEAR SIR—In your letter of April 16th to this Board you say that the damage to the property of Mr. Haskins is too remote to be charged to the negligence of your company; that it was ten or twelve miles from the railway track; that the engine was supplied with the best known appliances for the prevention of the escape of fire (we infer from the context that it was in good order). The Board would be pleased to have you furnish evidence to contradict Mr. McCulla's affidavit "that the same fire, started by engine No. 5, on the 20th of October, continued to spread sideways, and at the time the wind changed on the 21st was still burning on the east line and directly east of the starting point; the wind blew from the northwest, spreading the fire along its entire length to the east, and burned the property of Mr. Haskins. I know it to be the same fire."

You further state that your engine being supplied with the best known appliances for arresting sparks, you are not liable even if the right of way was not free from combustible material. The Board does not find anything in the case of *Small vs C., R. I. & P. R. R.* that combustible material left on the right of way is compatible with the exercise of due diligence on the part of the company. Mr. Bennett, in his letter to General Agent Brady, says fire was set out near mile post 215, by engine No. 5, on October 20th, and at 3 P. M., on October 21st, a fire came from the northwest and burned out Haskins, about two miles southeast of where the fire originated, not ten or twelve miles, as in your letter. If you will carefully compare Mr. Bennett's letter and Mr. McCulla's affidavit, you will see that there is nothing in the two that necessarily contradict each other.

The Board would be pleased to get any further testimony that you can furnish.

Respectfully,

E. G. MORGAN.
Secretary.

CEDAR RAPIDS, IOWA, May 19, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—In relation to claim of Mr. Haskins, asking this company to produce evidence to contradict the evidence of claimant, given as follows:

"That the same fire, started by engine No. 5, on the 20th day of October, continued to spread sideways, and at the time the wind changed, on the 21st, was still burning on the east line and directly east of the starting point. The wind blew from the northwest, spreading

the fire along its entire length to the east, and burned the property of Mr. Haskins. I know it to be the same fire."

I would respectfully state that testimony contradictory of the above cannot now be obtained.

Very truly yours,

S. K. TRACY,
General Solicitor.

DECISION OF COMMISSIONERS.

The complaint of A. N. Haskins, of Emmet county, is, that about 5 o'clock P. M., on the 20th day of October, 1882, engine No. 5, operated by the Burlington, Cedar Rapids & Northern Railway Company, set out a fire near mile post 216, in the dead grass and weeds that had been allowed to accumulate and remain on the right of way, in Emmet county, about four miles west of Estherville; that this fire spread and ran north, the wind being from the south, until about 1 P. M., of the 21st, when the wind changed, the fire still burning on the east line and directly east of the starting point, and blew ffom the northwest, carrying the fire in a southeasterly direction, and destroying the property of Mr. Haskins about 3 o'clock P. M., of the 21st, it being situated about three miles southeast of where the fire originated.

Mr. Haskins makes an affidavit of the value of the property destroyed as follows: Thirty-four and a half tons of hay, value $2.50 per ton, $86.25; one single harness, $4; eight hundred feet of lumber, $14; lumber, joists, rafters and sheeting, $10; stable, $5; farm implements, $5; chickens, $3; wagon-box, $12; twelve fence posts, $1.50; wheel corn plow and beam of breaking plow, $4; total, $144.75.

Mr. Haskins asserts that the engine (No. 5) was defective, and on several occasions before had set out fires in the vicinity, and under the provisions of section 1289 of the Code of Iowa asks payment for his losses occasioned by the fire, and claims that the two elements making absolute liability are (1) setting out the fire and (2) negligence.

The railway company answer (1st) that the distance was too remote from the starting point to connect the fire that destroyed Mr. Haskins' property on the 21st with the one set out by their engine on the 20th; (2d) that the engine was supplied with the latest and best known appliances for the prevention of the escape of fire and sparks and operated by the most skillful employes, and that under the decisions of the Supreme Court of Iowa (*Small vs C., R. I. & P. R. R.*, 55 Iowa, page 582,) these facts form a perfect defense, even if the right of way was not free from combustible material.

The railway company, among the papers, submitted a letter from C. S. Bennett, special adjuster, who investigated this complaint. He says that "engine No. 5, pulling train No. 67, set a fire near mile post 215, about 3 P. M., October 20th. The wind was blowing from the south, and the fire is said to have burned up to near Jackson, Minnesota, some fifteen miles distant. Some time in the night or morning following the wind changed, as Haskins claims and has sworn, and about 3 P. M. of the 21st (twenty-four hours after the fire was set) burned out Haskins, living about two miles southeast of

whese the fire originated." Engineer W. B. Carie and fireman W. F. Lefronick both say "engine five's netting was all right; looked at it the next day after the fire."

The foreman of the round house at Cedar Rapids, who keeps a record of all engines on the line, also reports the netting in good condition.

In this case there seems to be very little conflict either in the statement of the case or the main facts. Mr. Haskins claims, and the company admit, that engine No. 5, drawing a train, about 5 o'clock P. M., started a fire in the dead grass and other combustible material along the right of way, which fire burned northward into Minnesota. Mr. Haskins claims, and proves by the positive affidavit of Mr. W. J. McCulla, "that about 5 o'clock P. M., of October 20, 1882, that he saw engine No. 5 set out a fire near mile post 216, on the B., C. R. & N. R. R., and that said fire was set out in the dead grass and weeds that had been allowed to accumulate and remain on the right of way. * * * That at the time the fire was set out the wind was in the south, and the fire soon communicated to the prairie north of the railway company's right of way. The wind continued in the south until the next day about 1 o'clock P. M.; that the fire, from the time it started, continued to spread sideways, and at the time the wind changed, October 21st, was still burning on the east line and directly east of the starting point. * * * At this time the wind changed and blew from the northwest, spreading over the prairie along its entire length to the east, and burning the property of Mr. Haskins. He knew it to be the same fire that started from said engine No. 5, operated by the B., C. R. & N. R'y Co. that communicated with and burned the property of Mr. Haskins."

The Commissioners called the attention of the company to this affidavit of Mr. McCulla, but they were unable to furnish any evidence to contradict him. It is therefore safe to conclude that the fire that was set out by engine No. 5 on the 20th of October burned Mr. Haskins' property on the 21st. The clause in section 1289 of the Code, "That any corporation operating a railway shall be liable for all damages by fire that is set out or caused by operating of any such railway" * * * would, construed literally, entitle Mr. Haskins to payment for his loss. The effect of the statute may have been modified by the decision of the Supreme Court. This court, in the case of *Small vs. C., R. I. & P. R. R. Co.*, had presented to it the question whether the railroad company was absolutely liable, without regard to negligence, if the fire was set out by sparks escaping from one of its engines. It held that the fire caused by the escape of sparks from an engine was *prima facie* evidence of negligence, and the burden of proof rested with the company to show that it was not negligent. The court says that "sparks escaping from an ordinary chimney used in the ordinary way, carried by a strong wind to a building in the neighborhood, if they lodged in material sufficiently combustible, a fire might be set out. * * * Where the person using the chimney was without fault, we should say ordinarily that the fire was caused simply by the wind and sparks. If in the ordinary use of a locomotive sparks escape without any fault on the part of the company, and are carried

by the wind to combustible material outside of the company's right of way, and a fire is set out from them, the setting out of the fire is not caused by the operating of the road in any different sense from that in the case of the chimney."

The statute as modified by the decision of the court admits that the burden of proof rests with the company to show that it is not negligent. When this is done the common law doctrine prevails, and liability attaches to the railroad company as to an individual. The company in this case shows beyond question that their engine was in good condition, but admits that it started the fire, and that the fire was communicated to combustible material on the right of way.

Leaving the combustible material on the company's right of way the Commissioners regard as negligence, it being in testimony that on several other occasions in that vicinity, in the fall of 1882, the same engine had set fires on the company's lands, in drawing a heavy train up the grade. The Supreme Court, in the decision already quoted, makes the distinction very clearly in drawing the line as to combustible material outside the company's lands, where they can exercise no control, and inside, where they are able to remove it.

The company do not question the correctness of Mr. Haskins' claim. He swears to the amount of his loss, and as this seems to be reasonable, the Commissioners conclude that the company should pay him the amount claimed, $144.75, and so recommend.

Des Moines, Iowa, June 15, 1883.

OSKALOOSA, IOWA, July 17, 1883.

E. G. MORGAN, *Secretary, Des Moines, Iowa.*

DEAR SIR—As the Board have justly awarded Mr. Haskins the amount claimed, can you not use your persuasive powers on the company in regard to payment of amount due. This has been running about long enough, one would think, without any further delay. Prod them up, if possible.

Truly,

E. D. MCNEILAN.

DES MOINES, IOWA, July 18, 1883.

C. J. IVES, ESQ., *Gen. Supt. B., C. R. & N. R'y, Cedar Rapids, Iowa.*

DEAR SIR—Some time since this Board, in the complaint of Mr. Haskins against your company, advised the payment of the amount claimed by him. Will you have the kindness to inform us what your action has been, or will be, in the matter.

By order of the Board.

E. G. MORGAN, *Secretary.*

CEDAR RAPIDS, IOWA, July 19th, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa.*

DEAR SIR—In answer to yours of July 18, in regard to complaint of Mr. Haskins, would say that we will pay the claim, and negotiations are now going on for purpose of settlement.

Yours truly,

C. J. IVES, *Gen. Supt.*

CEDAR RAPIDS, IOWA, Nov. 27, 1883.

R. G. MORGAN, *Secretary, etc.*

DEAR SIR—In reply to yours of 23d, would say that the claim of A. N. Haskins vs. this company, which has been before your Board, was satisfactorily settled on Nov. 16 last.

Yours truly,

C. J. IVES, *Gen. Supt.*

OSKALOOSA, IOWA, Nov. 27, 1883.

R. G. MORGAN, *Secretary, etc.*

DEAR SIR—In complaint of A. N. Haskins vs. B., C. R. & N. R'y Co., same has been satisfactorily settled, and a citizen who did not feel able to advance the fee required to file papers in court, has, through the agency of the Board of Railroad Commissioners, been fully indemnified. Please accept my thanks for uniform courtesy.

Truly,

E. D. MCNEILAN, *Attorney for Complainant.*

SHANKS & COATS, WEST MITCHELL, IOWA, *Complainants,*
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY; CENTRAL IOWA RAILWAY COMPANY; CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondents.* } *Damages.*

Filed January 16, 1883.

DECISION OF THE COMMISSIONERS.

The complainants are merchants, doing business at West Mitchell, Iowa, who had summer apples shipped to them from Bethany, Missouri, over the roads designated in the title to this complaint, and in the order therein named. Complainants allege that said apples were so negligently handled, and so delayed in shipment by the carriers forwarding them, that they were damaged to the extent of their entire value, to-wit: ten dollars and ninety cents, for which amount, together with the amount advanced thereon as freight, to-wit: eight dollars and seventy-three cents, they ask remuneration from the company or companies found liable therefor.

The evidence shows that A. D. Smith, of Bethany, Missouri, shipped from that point six barrels of apples, well packed and in good order, marked "Shanks & Coats, West Mitchell, Iowa, *via* Lyle, Minnesota." The apples were shipped at "owner's risk," five barrels on the 18th day of August, 1882, and one barrel on the 19th of same month. The goods passed over the Chicago, Burlington & Quincy Railroad from Bethany to Ottumwa, from Ottumwa to Mason City over the Central Iowa Railway, though billed from Albia to Mason City, and over the Chicago, Milwaukee & St. Paul Railway from Mason City to West Mitchell, the point of destination. There was a guarantee of freight by the consignee over all lines. The Central Iowa Railway Company admit the loss, while in its possession, of the single barrel, thus leaving the question of liability as to the five barrels for considera-

tion. These were received at Bethany by the Chicago, Burlington & Quincy Railroad Company August 18, 1882, and delivered to the Central Iowa Railway Company on the 19th day of the same month. It is true the way-bill of the Central Iowa Railway Company shows the apples to have been billed out of Albia on the 21st of August, but the agents' tracer, submitted in this case, shows that the agent of the Central Iowa Railway Company received the five barrels of apples on the 19th of that month, and if this were not true it would be just as easy for the agents of that company to say so as to call attention to the date of the Albia way-bill. We assume, then, that the apples were not only received by the Central Iowa Railway Company on the 19th day of August, but that they were on that day in apparent good order.

Five days later, not including the 19th, they were received at Mason City. This was on the 24th. The charge that these apples were then left standing for several days on the platform is not sustained, but it does appear that on the next day the agent of the Central Iowa Railway made a "bad order" statement, in which these apples are described as "two barrels heads out—all more or less decayed and heating, juice running out of barrels." The agent of the Central Iowa Railway at Mason City Junction is also the agent at the same place of the Chicago, Milwaukee & St. Paul Railway. No reason is given why the agent of the Central Iowa Railway Company did not offer these apples to the agent of the Chicago, Milwaukee & St. Paul Railway Company on the day of their arrival. He did not do so, however, until the next day, and then the agent of the Chicago, Milwaukee & St. Paul Railway refused to take them without pre-payment of freight, as they were "almost worthless," and not worth the back charges then on them. It is in evidence that the consignee had guaranteed the freight through, and this statement is not denied. In arranging for the pre-payment of this freight six days were consumed, notwithstanding the use of the telegraph both ways.

Such are the material facts in this case, as established by the evidence submitted. That the Chicago, Milwaukee & St. Paul Railway Company is not liable is clearly established. It is shown that the apples were in a damaged and "almost worthless" condition when tendered to that company. Common carriers may demand payment in advance as the condition, and may refuse, on reasonable grounds, to carry the goods at all. Schouler's Bailments and Carriers, page 355.

We will not inquire as to whether the C., B. & Q. R. R. Co., is liable for the damage sustained by complainants. This company is not liable for any acts of its own while in actual possession of the freight, as it received it in good order, transported it with reasonable promptness, and delivered it in good order to the C. I. R'y Co., its connecting line. If liable then it is by special contract, or by reason of such acts and circumstances as it is generally admitted such contract is inferable from, such as the acceptance of goods marked to a destination beyond the terminus of its road, the payment in advance of full freight for the entire route and the like when the carrier

makes no clear reservation of risk, or does not show a different usage known at the time to the shipper. A special contract to carry beyond one's terminus is not *ultra vires*. By special contract a carrier may in America as well as in England assume to transport beyond its own limits, and such contract, it is generally admitted, is *inferable from* circumstances, independently of an express stipulation.

Our own Supreme Court, following the English rule, has held that the acceptance by a carrier of goods marked to a designation beyond the terminus of its road creates a *prima facie* liability to transport and deliver at that point, but that this may be modified by proof of a different usage known at the time of making the consignment. *Angle & Co. v. The M. & M. R. R. Co.*, 9 Iowa, 487.

Collection of full freight charges by the first carrier, when the carrier makes no clear reservation of risks, is certainly a strong circumstance in favor of the assumption that such carrier has undertaken a through liability, and the courts of this country have so held repeatedly. Schouler on Bailments and Carriers, page 335. But in the absence of such contract expressed or implied, the law does not impose upon common carriers the duty of transporting beyond the termini of their respective routes, and they may, therefore, by special agreement, contained in a bill of lading or receipt, lawfully stipulate that they shall not be liable beyond such points. *Mulligan v. Illinois Central Railroad Company*, 36 Iowa, 181.

The evidence in this case shows that at the time of the shipment the agent of the C., B. & Q. R. R. Co., delivered to the consignee of the freight involved here, a bill of lading or receipt of which the following is a copy:

"BETHANY, MO., August 17, 1882.

"Form 014 (8-3-80-300) No. ——. Received from A. D. Smith, in apparent good order, by the C., B. & Q. R. R. Co., to be transported to Ottumwa, Iowa, the following articles as marked and described below, subject to the conditions and regulations of the published freight tariff of said company applying on shipment of freight from this station to the destination named, it being expressly agreed and understood that the said C., B. & Q. R. R. Co., in receiving the said packages to be forwarded as aforesaid, assume no other responsibility for their safety, than may be incurred on their own road. Not negotiable.

MARKS AND CONSIGNEE.	DESCRIPTION OF ARTICLES, ETC.	WEIGHT.
Shanks & Coates,	5 barrels apples,	750
West Mitchell, Iowa,	*Per* C. R. R. of Iowa.	Owner's risk.
via Lyle, Minnesota.		

J. G. HENSHAW, *Agent.*

"If the freight is consigned beyond the C., B. & Q. R. R., insert here name of station at which it leaves the C., B. & Q., and not the name of point to which it is consigned."

From this it will be seen that the goods were marked to a destination beyond the C., B. & Q. R. R., and it is in evidence in addition to this that there was a guarantee of the freight to the agent of said road for the entire shipment, but in said way-bill which the Supreme Court has very properly said possesses the dual character of a receipt and contract, "it is expressly agreed and understood the said C., B. & Q. R. R. Co., in receiving said pack-

ages to be forwarded as aforesaid assumed no other responsibility for their safety than may be incurred on their own road."

It is competent, as we have already seen, for a railroad company to stipulate that it shall not be liable as a common carrier beyond its own line. Such a contract, says the Supreme Court in *Mulligan v Ill. Cent. R. R. Co.*, *supra*, is not in conflict with section 1308 of the Code, which simply provides that a common carrier shall not exempt itself by contract, etc., from the full measure of liabilities as such, which, in the absence of such contract, etc., would exist, and by the same high authority it is said, "that the shipper in accepting and acting on such bill of lading, his knowledge of its stipulations will, in the absence of fraud or mistake, be conclusively presumed, and he will be bound thereby."

Hence it seems clear that this special contract limiting its liability to its own line of road, in view of the law applicable thereto as construed by our Supreme Court exonerates the C., B. & Q. R. R. Co., from any liability for any injury that occurred to these goods after leaving its road.

Now as to the liability of the Central Iowa Railway Company. We have already recited the facts. This company received the goods at Ottumwa, Iowa, August 19, 1882, in apparent good order, to transport over its road to Mason City Junction, a distance of about one hundred and seventy miles.

They did not reach Mason City Junction until the 24th of August or six days after the company received them at Ottumwa; then they were not tendered to the connecting line until the next day, when they were refused by the C., M. & St. P. R'y Co., for the reason that they were in "bad order," and the freight was not prepaid. The agent of the C. I. R'y Co. then makes a "bad order" statement showing the heads out of two barrels, all decayed more or less, and juice running out of all of them. The agent of the C. I. R'y Co. then telegraphed for prepayment of freight, and on the 30th of August, six days later, received a satisfactory answer, and the goods were sent forward to their destination, reaching there within two days from that date in an entirely worthless condition.

These apples were shipped at owner's risk, but this does not modify the measure of the liability of the common carrier in this State as to injuries received while in its actual possession, and on its own line. The common law rule fixing the liability of common carriers obtains in this State. It follows, then, that the injury to the apples having occurred while in the possession of the C. I. R'y Co., that it is liable for the damage, unless the case comes within one of the exceptions to the general rule of law as established in this State, excusing the common carrier from liability. These exceptions are the intervention of the public enemy, the act of God, or such losses as arise by reason of some inherent characteristic of the article conveyed.

Of these exceptions only the last could be of any avail to respondent in this case. It is true the freight in question here was what is known as "perishable property." But while this fact may excuse, on the one hand, it imposes increased obligation on the other. In determining the degree of

care necessary in such case to excuse the carrier from liability, the nature and characteristics of the article to be conveyed must be considered. The nature and characteristics of the freight in this case was notice to the carrier that care in handling and promptness in carrying and delivering on its part, were essential elements of its contract with the shipper. Taking the most favorable view of the facts for respondent, and we are satisfied it did not exercise the care and promptness in this case that will excuse it from liability, notwithstanding the nature and characteristics of the property in question. It has been shown that the apples were injured while upon respondent's train, or in its possession as a common carrier, which constitutes a *prima facie* case for complainants, placing the burden upon respondent to prove that care and skill on its part would not have prevented the loss or injury. This respondent has not done. The rule here announced is fully sustained by our Supreme Court, 18 Iowa, 555; 31 Iowa, 583; 44 Iowa, 424. Nor can natural waste be alleged in defense by the common carrier successfully when he has full knowledge of that fact and has omitted his duty, and is in default. *Leech v Baldwin*, 5 Watts, 446; *Ship Invincible*, 3 Sawyer W. S., 490.

As to the value of the apples, the extent of the damages thereto, and the amount of freight paid thereon there is no controversy.

The Commissioners therefore recommend in this case that the respondent pay to the complainants the sum of nineteen dollars and sixty-three cents ($19.63), the amount of their damage in the loss of the six (6) barrels of apples and the freight advanced thereon. And the Commissioners further recommend that hereafter respondent exercise more care and promptness in handling the class of freight which is the subject of this complaint.

Des Moines, Iowa, June 9, 1883.

MARSHALLTOWN, IOWA, June 29, 1883.

MR. E. G. MORGAN, *Secretary Railroad Commission, Des Moines, Iowa:*

DEAR SIR—To your favor of the sixteenth instant, enclosing copy of the decision of the Railroad Commissioners in the matter of the complaint of Shanks & Coats against this company.

The very evident desire manifested by the Honorable Board of Commissioners to perfectly advise themselves of the facts in the case, has induced the looking up more carefully such points as was thought and expressed in the decision above referred to that we were derelict in. As a matter of fact, we never received freight from the Chicago, Burlington & Quincy Railroad Company at Ottumwa. The several barrels of apples referred to as being received at Ottumwa, from Chicago, Burlington & Quincy Railroad Company, is a mistake as to point of delivery of such apples to this company. Transfer of apples in question was made at junction of this line with C., B. & Q. road at Albia.

As special stress is laid upon the date of delivery of the apples to this company, to-wit: "The Central Iowa Railway Company received the five barrels of apples on the nineteenth of that month, and if this were not true, it would be just as easy for the agents of that company to say so, as to call attention to the date of the Albia way bill. We assume, etc." It is at this point I wish to correct your premises, and fully respecting the courteous consideration shown to the C., B. & Q. R'y Co., and hand you for inspection the original transfer bill to this company, which clearly shows the date to have been the twenty-first of August, rather than the nineteenth, when apples were delivered to this company. As a matter of fact, they were

delivered not in season for shipment north, that day, but took the first train, No. five, (leaving Albia at seven A. M.) August 22, 1882, to point of delivery, and as shown by joint agent (Chicago, Milwaukee & St. Paul and Central Iowa Railway), J. M. Hillyer's letter attached, same was received on No. five, due at five P. M. August 23, 1882, having been but thirty-four hours in transit on this company's line.

In explanation of "No reason is given why the agent of the C. I. R'y Co. did not offer these apples to the agent of the C., M. & St. P. Co., on the day of arrival," is the fact that Mr. Hillyer was joint agent, and no formal tender was necessary, as first train by which the apples would go forward, would not pass until the twenty-fourth, it then being as before stated, five P. M. of the twenty-third.

It will be readily seen from the C., B. & Q. billing that there is no mention of any guarantee of charges, and it is not necessary, under the circumstances, to speak of the courtesy shown by this company, toward the shippers, in forwarding apples. You further say, "taking the most favorable view of the facts for the respondent, we are satisfied it did not exercise the care and promptness in the case that will excuse it from liability."

I am very confident, in view of the above explanation, coupled with such evidence as is produced in the form of the C., B. & Q. transfer bill, and joint agent Hillyer's letter, that your Honorable Board will fully acquit this company of having done other than its full duty in the premises.

All of which is most respectfully submitted.

Yours truly,

D. N. PICKERING,
Superintendent and Treasurer.

Petition for Rehearing on part of Central Iowa Railway Company.

DECISION OF THE COMMISSIONERS.

The petition for a rehearing in this case makes the point, *first*, that the freight in question was not received by the Central Iowa Railway Company until August 21st, and *second*, that it reached Mason City August 23d, or thirty-four hours after shipment on said road at Albia. When taken in connection with other well established facts in this case, the matter of the date of the reception of these apples becomes immaterial. The fact still remains that the apples were in good order when received by the Central Company, and in bad order when delivered by it at Mason City Junction. The bad order statement of Mr. J. M. Hillyer, made on August 25th, stated that the juice was running from the barrels; that the heads of one or more of the barrels were broken in; and conceded that they came in "an almost worthless condition," showing at once that the apples were not only tardily transported but roughly and negligently handled. The second point, that the apples reached Mason City Junction on August 23d, or twenty-four hours sooner than conceded in the former decision, and which point is supported by the letter of Mr. J. M. Hillyer, under date of June 19th, 1883, is not sustained. The Commissioners have two letters from Mr. Hillyer, dated January 24th, 1883, one to Mr. Geo. W. Sanborn, Superintendent, and one to Mr. C. A. Jewett, General Freight Agent, in which he clearly and positively states that the five barrels of apples were received at Mason City Junction August 24th, and also his bad order statement, made out on August 25th, to

the same effect. The fact also appears from Mr. Hillyer's own evidence that a prepayment of the freight was not demanded until August 25th. The fact that the Chicago, Burlington & Quincy Railway Company accepted a guarantee of the freight on these apples is immaterial in this case, as the damage is shown to have occurred while the apples were in possession of the Central Company, and without fault of the C., B. & Q. Company. For these reasons the Commissioners see no reason for reversing or modifying their original decision in this case, and it therefore stands as originally entered.

Des Moines, Iowa, August 22d, 1883.

DES MOINES, October 31st, 1883.

D. N. PICKERING, *Superintendent Central Iowa Railway, Marshalltown, Iowa:*

DEAR SIR—The inclosed letter of Messrs. Shanks & Coats is by order of the Board respectfully referred to you for such answer as you may desire to make.

Very respectfully,

E. G. MORGAN,
Secretary.

WEST MITCHELL, IOWA, NOV. 20, 1883.

RAILROAD COMMISSIONERS:

GENTLEMEN—Some time ago we wrote your honorable body, after their decision, to-wit: that the Iowa Central pay us $19.63, the amount of our claim against them. We have been unable to get even a reply to a letter from the Iowa Central. Is this as far as you can go in the matter? Have you any power to compel the Iowa Central to pay us; if not, what good is your decision against them, if it is at their option to pay or not. Please inform us how it is, for we want to take some action. An early reply is respectfully asked.

Yours,

SHANKS & COATS.

DES MOINES, NOV. 21, 1883.

MESSRS. SHANKS & COATS, *West Mitchell, Iowa:*

GENTLEMEN—Your letter of the twentieth just received. I send you with this a copy of the Commissioner Law. By examining this you will see that it is the duty of this Board to examine all cases presented and report to the companies what in their judgment should be done. The law gives them no power to enforce their decisions. It has hitherto rarely happened that the companies have not complied with the holdings of the Commissioners. In this case it is evident that the company does not intend to respect the decision, and it will be necessary for you to apply for relief to a court that has power to enforce its findings.

By order of the Board,

E. G. MORGAN,
Secretary.

MARSHALLTOWN, Nov. 29, 1883.

E. G. MORGAN, *Secretary:*

DEAR SIR—In reply to yours of the twenty-eighth, would say * . * * in relation to the claim of Shanks & Coats, this company denies both the legality and the equity of their claim, and must decline to pay the same.

Yours truly,

E. L. DUDLEY,
Superintendent.

NOTE.—The objection of the Central Iowa Railway in this case is not to the jurisdiction of the Board, but to the merits of the case.

This is the first instance in a case where damages were claimed in which a railway company has refused to abide by the decision of the Railroad Commissioners.

The spirit manifested by this refusal is to be regretted, and is worthy the attention of the executive and legislative departments of the State government.

MRS. JANE C. McKINNEY, DECORAH, IOWA, *Complainant.*
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, *Respondent.*
} *Care of station houses.*

Filed January 16, 1883.

DECORAH, IOWA, January 13, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

SIR—I desire to call your attention to a nuisance the traveling public are obliged to endure at the station of the Illinois Central Railroad at Independence. There is but one waiting room, in which men, women, children and bus drivers wait for trains together. Small boys from eight to twelve years old are allowed to loaf there, and together with the bus drivers they smoke, chew, and spit tobacco juice upon the floor till the air is vile, the floor filthy, and together with their language it is a most disagreeable place for women, and especially these days, when we are compelled to wait an indefinite time for trains. In reading the Laws of Iowa, chapter 77, section 3, Acts of 1878, I find that this matter comes properly within the jurisdiction of the Railroad Commissioners. Will you be kind enough to bring the matter before them and ask their attention, and they will doubtless see that it is remedied, and oblige.

Yours truly,

JANE C. McKINNEY.

DES MOINES, IOWA, January 17, 1883.

W. K. ACKERMAN, ESQ., *President Illinois Central Railroad Company, Chicago, Illinois:*

DEAR SIR—I enclose copy of a letter from Mrs. Jane C. McKinney. The Board asks whether the facts stated by her are true, and if true, whether the company is discharging its full duty to the public in not remedying the evil. It is admitted that the company has full power to regulate the habits and manners of those it allows in its stations. The Board believes that a re-

formation in the management of passenger stations is greatly needed, especially where there are no separate accommodations for ladies.

By order of the Board,

E. G. MORGAN,
Secretary.

CHICAGO, ILLINOIS, Feb. 5, 1882.

E. G. MORGAN, ESQ., *Secretary:*

DEAR SIR—Referring to yours of the seventeenth ultimo, I desire to say that I have had the matter complained of by Mrs. McKinney carefully investigated, and find that on the day that lady was at the Independence depot it was extremely cold, and that the bus drivers, hotel runners, and a few small boys were in the waiting room, and it was almost impossible under the circumstances to keep them out. Our Agent, Mr. Durham, states that there was only one person smoking there while Mrs. McKinney was at the depot, and he ordered this person to cease smoking or leave the room, and he did the latter. We will have notices put up in the waiting room prohibiting smoking, and our agents are instructed to do all in their power to see that only proper persons are allowed in the waiting room, especially at points where there are no separate accommodations for ladies.

Yours very truly,

W. K. ACKERMAN.
President.

A copy of Mr. Ackerman's letter was sent to Mrs. McKinney, and her reply was as follows:

DECORAH, IOWA, April 2, 1883.

E. G. MORGAN, ESQ., *Secretary Railway Commissioners:*

SIR—In reply to yours of February 7th, in regard to my complaint of the waiting-room at the station of the Illinois Central Railroad at Independence, will say I do not doubt the honesty of the station agent at Independence in saying that only one person was smoking, for but one left the room. As a matter of fact, however, there were more smoking at that time You may judge of the severity of the weather from the hospital weather report for that day which I copied: January 5th, thermometer, 7 A. M., 9°, 2 P. M., 11° above zero.

Please say to Mr. Ackerman for me, that I have no doubt of his intention to serve the traveling public well, and for his information will say that the state of affairs January 5th was not uncommon. The first week of December, 1882, I waited several hours for a train, and the smoke was so unbearable that I went out and paced the platform in order to breathe oxygen. I was there again the first week in March, and there were from three to five men smoking all the time. I looked for the card prohibiting it, but saw none. If there is one in the room it is too small to be seen. If the Commissioners could visit the stations along the line of the Illinois Central they would doubtless see that they are not fit places for their wives and children to wait for delayed trains.

Yours respectfully,

JANE C. MCKINNEY.

DES MOINES, IOWA, April 27, 1883.

W. K. ACKERMAN, *President Illinois Central Railroad, Chicago, Ill.:*

DEAR SIR—I inclose copy of a letter from Mrs. McKinney, in which she states that your agent at Independence must be mistaken in regard to his facts, and she instances a similar experience the first week in December and

the first week in March. The Board has received information from various sources that the stations generally on the line of your road in Iowa have but one room for ladies and gentlemen, are kept in a slovenly manner and often filled with a crowd of loafers, whose obscene and disgusting conversation is unfit for the hearing of ladies and children and unpleasant for gentlemen. It seems to the Commissioners that the public have a right to demand that the decencies of life should be respected in every railroad waiting-room in the State, and while they know that this is an unimportant line to your company, and has but little attention to these matters from the general officers, still they think this should be investigated and special instructions issued to agents, and some one delegated to see that they are obeyed.

By order of the Board.

E. G. MORGAN,
Secretary.

Mr. Ackerman replied that he had directed the General Superintendent to apply the remedy to these matters as far as lay in his power, and thought there would be no further cause for complaint.

WAY & PACKARD, IOWA FALLS, IOWA, *Complainants*, vs. BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondents*.	*Damages and Discrimination.*

Filed, January 18, 1883.

To the Honorable Board of Railroad Commissioners, of the State of Iowa:

The undersigned hereby enter complaint against the Burlington, Cedar Rapids & Northern Railway Company, charging said company with a violation of section 10, chapter 68, Acts of the Seventeenth General Assembly, in this: That in the month of February, 1881, the complainants were engaged in the business of buying live stock at Clarion, Wright county, Iowa, and shipping said stock over the road of said B., C. R. & N. R. Co., *via* Cedar Rapids and the Chicago & Northwestern Railway to Chicago, Illinois. That by agreement made with said B., C. R. & N. R. Co., through their station agent at Clarion, the complainants were accustomed to notify said company through their said agent two or three days in advance, of the number of cars desired by them, to make such shipments as their business demanded; and said company, in compliance with such agreement, were accustomed to furnish cars in accordance with such notice. That on the 19th of February, 1881, complainants notified said company through said agent, that they would need four cars, as they wished to ship two car loads of cattle and two of hogs to Chicago on the 23d day of February, 1881, and requested said company to furnish the necessary cars for that purpose, and were assured by the said agent that said cars would without doubt be ready for them at the date named. That relying upon the same, complainants purchased two car loads of hogs and two car loads of cattle and had them placed in their yards on the line of said road at Clarion, ready for shipment; but said company without just cause or reasonable excuse, neglected, failed, and refused to furnish complainants with said cars or any of them, until the first day of March, 1881, when it delivered at Clarion for their use two cars only. That on the following day (March 2, 1881), being furnished with two more cars, they loaded their hogs into the same, and shipped them to Chicago. While on the road from Cedar Rapids to Chicago, the train containing said two

car loads of hogs was blockaded in the snow, and delayed about five days beyond the usual and ordinary time occupied in such shipments. That by reason of such delay and exposure, said hogs shrank largely in weight, and the market price and value of such hogs meanwhile depreciated at least twenty cents per hundred pounds, whereby complainants lost the sum of about $237.00, as follows:

Loss of twenty cents per hundred pounds on thirty-six thousand pounds.....	$ 72.00
Shrinkage in weight three thousand pounds at $5.50.....	165.00
Total.....	$ 237.00

Which said damages said company neglects and refuses to pay. That had the four cars been furnished even as late as the first of March, 1881, complainants could have gotten their hogs to market in time to avoid said blockade and said loss of twenty cents per hundred in the market price. That complainants are informed and believe that said company did in fact fill orders for a large number of cars made by other parties in the same business at Dows and Iowa Falls, between the 19th of February and the first day of March aforesaid; and that in particular stock cars were furnished to A. A. Robertson, at Iowa Falls, and to George H. Richardson, at Dows, by said company on or about the 28th of February, upon orders made by said Richardson and Robertson, after the order made by complainants on the 19th. Complainants are also informed and believe that said company has in fact settled with and paid other dealers (and especially the dealers aforesaid), for damages suffered by them, by reason of the same delays complained of by the undersigned.

WAY & PACKARD.

Signed and sworn to before me by James H. Way, January 17, 1883.

[L. S.]

S. M. WEAVER,
Notary Public.

A copy of complaint of Messrs. Way & Packard was sent C. J. Ives, General Superintendent Burlington, Cedar Rapids & Northern Railway, who replied as follows:

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I am in receipt of yours of January 20th, enclosing copy of complaint of Messrs. Way & Packard, in regard to failure on the part of our company to furnish stock cars at Clarion, in February, 1881. At this late day it is impossible to recall all the circumstances which may have caused the delay in furnishing the cars for this shipment, but it was doubtless owing to the extreme severity of the winter, which occasioned extensive blockades, especially on that portion of our line, making it impossible to transact the business promptly or with any regularity.

It would seem that a portion of the cars ordered were furnished in time to make one shipment safely, but, unfortunately, the second shipment was delayed one day longer, which, it is claimed, involved the loss. This delay of the shipment on the road occurred at Sterling, on the Chicago & Northwestern Railway.

In April, 1881, claim was presented to our company for this loss, and we, showing a prompt movement on our line, referred it to the C. & N. W. Railway Company, by whom it was investigated, and they declined, under the circumstances, to allow the claim. In regard to their statement that similar claims were allowed by us, I would say that similar claims are on file in our office as refused and not paid, and I think that under the circumstances we are exempt from liability for this claim.

Yours truly,

C. J. IVES,
General Superintendent.

Cedar Rapids, Iowa, January 24, 1883.

DES MOINES, IOWA, March 2, 1883.

MESSRS. WEAVER & WOODS, *Iowa Falls, Iowa:*

GENTLEMEN—In the complaint of Way & Packard, of Clarion, before the Railroad Commissioners, it is charged that A. A. Robertson, of Iowa Falls, and George H. Richardson, of Dows, parties engaged in the business of shipping cattle and hogs, were furnished cars for their shipments on or about the 28th of February, and before the second day of March, 1881, on cars ordered after the order of Way & Packard made on the 19th day of February, and that they claim this to be unjust discrimination in favor of other shippers. Will you furnish the Commissioners depositions covering the facts alleged, with such evidence as to dates as will establish the facts beyond question. It is now two years since the discrimination charged was made, and the denial of the company is absolute.

Please see that the testimony is before the Commissioners in such shape that it cannot successfully be rebutted, as copies of the testimony will be furnished to the railway company.

The commissioners were at Dysart, February 24 and 25. The railroad was then blockaded about four miles east of that place, and their impression is that there were several days between the 19th and first of March, when it was impossible to move trains. Please furnish the testimony as full and complete as possible.

Respectfully,

E. G. MORGAN,
Secretary.

IOWA FALLS, IOWA, May 26, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Enclosed I hand you additional affidavit in the matter of the complaint of Way & Packard vs. Burlington, Cedar Rapids & Northern Railway. The witness upon whom he principally relied we have been unable, upon diligent injury, to find, and shall have to submit the matter upon the evidence already in.

Yours respectfully,

S. M. WEAVER,
Attorney.

STATE OF NEBRASKA, }
COUNTY OF COLFAX. } ss.

I, S. Packard, on oath say I was one of the firm of Way & Packard, engaged in business at Clarion, Iowa, in February and March, 1881; that I have personal knowledge of, and distinctly remember, the following facts in connection with matters alleged in the complaint of said firm against the Burlington, Cedar Rapids & Northern Railway Company, now pending before the Railroad Commissioners of Iowa; that we purchased our stock cattle and hogs to be delivered to us at Clarion on Tuesday, and ordered cars during the latter part of the week before, to enable us to ship on that day; that the cars were not furnished for several days, and on Monday following, being in Iowa Falls, I took the freight train to Clarion. In that train were fourteen empty stock cars, of which nine (9) were left at Carleton, and three (3) at Dows, for G. H. Richardson, I believe; that after leaving Dows I saw there were not cars enough left for us, and spoke to Assistant Superintendent Fox of the B., C. R. & N., who was

on the train, and asked him how it happened that we were not given more cars, and he said he thought there were but two or three ordered, and said he would have more sent up on the next train that night. We loaded our cattle and started them back by that train, and the next day, the company having then forwarded us more cars, we loaded the hogs. The hogs were on the road to Chicago about a week, and suffered a shrinkage of about three thousand pounds, as I now recollect it.

S. PACKARD.

Signed and sworn to before me this 20th day of April, 1883.

[L. S.] ELMER E. DAIRS,
Notary Public, Colfax Co., Neb.

DECISION OF THE COMMISSIONERS.

The complaint of Messrs. *Way & Packard vs. Burlington, Cedar Rapids & Northern Railway Company*, for a violation of section 10, chapter 77 of the Acts of the Seventeenth General Assembly, made the 17th day of January, 1883, is as follows: That in the month of February, 1881, the complainants engaged in the business of buying and shipping live stock at Clarion, Wright county; that on their ordering two or three days in advance the B., C. R. & N. R'y Co. was in the habit of furnishing them all the cars needed in which to ship their stock; that on the 19th day of February, 1881, they notified the agent at Clarion that on the 23d of the same month they would need four cars, two in which to ship cattle and two to ship hogs; that, relying on the cars at the time ordered, they purchased the hogs and cattle. The company furnished them two cars on the 1st day of March, 1881, in which they shipped their cattle, and two cars on the second day of March, 1881. in which they shipped their hogs; that between Cedar Rapids and Chicago the train containing the hogs was blocked by snow and detained five days. Between the time the cars were ordered and their arrival in Chicago; that the market fell off twenty cents per hundred pounds, and the hogs shrank in weight 3,000 pounds. They return the following bill for damages:

Loss of 20 cents per hundred pounds on 36,000 pounds	$ 72.00
Shrinkage in weight 3,000 pounds at $5.50	165.00
Total	$237.00

They furthermore say they are informed and believe that cars were furnished Robertson at Iowa Falls and Richardson at Dows about February 28th on orders made after their four cars were ordered, and that they are informed and believe that the company has paid damages to other dealers for delays to furnish cars.

In reply, Mr. Ives, Superintendent, refers to the lapse of nearly two years between the time in which the loss occurred and the date of the complaint, and says that at this day it is impossible to recall all the circumstances, but regards it as due to the severity of the winter and the extensive blockades on that portion of his line. The two cars were blockaded at Sterling, on the Chicago & Northwestern Railway. When the claim was presented in April, 1881, a prompt movement of the cars was shown on his line, and the C. & N.

W. Co. investigated the matter and decided not to allow the claim. He denies having paid damages to other parties for detention at that time.

Mr. Packard verifies by affidavit the main facts stated in the complaint, though evidently in some minor matters his memory is in fault.

There are two causes for which the complainants claim damages. First, the loss occasioned by the fluctuation of market; the second, the shrinkage by detention at Sterling. As the losses did not occur on the line of the respondent, the matter is reduced to the simple investigation as to whether the company could, in the regular fulfillment of its order, with justice to all applicants for cars, have supplied them early enough to have reached Chicago before the blockade. Neither party seems to have any record that they have attempted to introduce showing the actual state of facts. Two of the Commissioners were on this line of road on the 23d, 24th, and 25th days of February—the road was blocked with heavy drifts from a point four miles east of Dysart, at various places, the entire distance to Clarion, eighty-four and two-thirds miles. The Commissioners are informed by a party who was on the first passenger train that went through that the road was not open to Clarion until March 1st. On that day it seems two cars were furnished Way & Packard and two on the following day.

The Commissioners are of the opinion that under these circumstances which seem to have been overlooked by both parties, the cars were furnished as soon after the blockade was raised as could reasonably be expected, and therefore find there is no good ground for the complaint.

Des Moines, June 13, 1883.

JOHN FALLON, FORT DODGE, IOWA, *Complainant*,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, *Respondent*.
} *Personal injuries.*

Filed January 18, 1883.

On January 17, 1883, a complaint and affidavit were received from John Fallon, of Fort Dodge, Iowa, setting forth the following facts, to-wit: In September, 1882, complainant's son, W. H. Fallon, received severe injuries while riding on a stock train on the Illinois Central Railroad, near Jesup, Iowa, for which he claimed from the company one thousand dollars damages. Complainant had presented his claim to the company's attorney, but was unable to obtain any satisfaction, and he now asked the Commissioners to take such action in the matter as would lead to the recovery of damages as aforesaid. The Commissioners returned the papers to complainant, with the answer that claims of this nature did not properly come within the jurisdiction of the Board, according to their interpretation of chapter 77, acts of the Seventeenth General Assembly, "the law creating the Board of Commissioners and defining their duties."

A. JACKSON, TAMA CITY, IOWA, *Complainant*,
vs.
UNION PACIFIC RALWAY COMPANY, *Respondent*. } *Overcharges.*

Filed January 18, 1883.

To the Honorable Board of Railroad Commissioners of the State of Iowa:

Your petitioner shows to your Honorable Board that on or about the 1st of August, 1882, he shipped two cars of stock from Council Bluffs, Iowa, to Shelton, Nebraska. That in one of the cars so shipped by him there were twenty-five head of cattle and four head of horses. That at the time he shipped said stock at Council Bluffs he had a conversation with the agent of said company, by and through his partner, Wm. L. McKenzie, at which time he was assured by said agent that the car containing said cattle and horses would cost him twenty per cent more for freight in consequence of said horses being in said car. That when said two cars of stock reached Shelton, Nebraska, and before he was allowed to take the same from the cars, he was required to pay, and did pay to the agent of said company at said station, the sum of about $129.10. That upon one of the freight bills he was charged for one car of stock at $40.50, and four horses $48.10, and upon the other car the sum of forty and 50-100 dollars. That he had but two cars of stock altogether, and that upon the car containing the horses there were the charges herein before specified, to-wit; the sum of eighty-eight and 60-100 dollars, or thereabouts. That said railway company, if charging said car as a car of horses at twenty per cent advance upon cattle rates, should have charged this petitioner the sum of forty-eight and 60-100 dollars only. That if charged for cattle, their charges should have been but forty and 50-100 dollars. That your petitioner is entitled in any event to the return of forty and 50-100 dollars as an overcharge upon said way or freight bill covering the horses and cattle which were in said car. That, in equity, the said railway company's agent should have charged him as for one car of cattle and one car of horses, or for one car of cattle and one mixed car, or for two cars of stock only.

That he has applied to said company to investigate and correct the same, but they refused, and still refuse, to correct said error.

Wherefor your petitioner prays your Honorable Board to examine into the matter herein before alleged, and order said company to do equity in such matter.

MILLS & GUERNSEY,
Attorneys for A. Jackson.

The Secretary of the Board acknowledged receipt of the above complaint and petition, and also sent a copy to Mr. S. H. H. Clark, General Manager of the Union Pacific Railway, as follows:

DES MOINES, IOWA, January 29, 1883.

S. H. H. CLARK, ESQ., *General Manager Union Pacific Railway, Omaha, Nebraska:*

DEAR SIR—Mr. A. Jackson, of Tama City, Iowa, complains to the Board that on the first day of August, 1882, he shipped from Council Bluffs, over your road to Shelton, a car of cattle and a car of horses and cattle mixed, as will more fully appear from a copy of his petition and the expense bills attached, which are herewith inclosed. The Commissioners are of the opinion that the only difference between Mr. Jackson and your company is a clerical error of the bill clerk in making the bill at Council Bluffs.

Will you please have the matter investigated and report the facts to the Board.

Very respectfully,

E. G. MORGAN,
Secretary.

OMAHA, NEB., February 6, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Answering your favor of the 29th of January, please find below copy of an extract from Mr. Shelby's letter to Mr. Jackson. If the latter will return to Mr. Shelby his Union Pacific expense bills on the shipment, the matter will be promptly adjusted.

Yours truly,

THOS. L. KIMBALL,
Assistant General Manager.

"Referring to your favor of August 17th, wherein you inclose expense bills for shipment of cattle to Kenesaw, and also your letter of October 26th, inclosing expense bills for shipments made *via* Union Pacific to Gibbon, I would state that the papers in your claim were handed to Mr. Vining and through some oversight became misplaced in his desk, having just turned up to-day. I learn from one of my assistants that expense bills for shipments made over our line were returned to you some time since with statement that there was no agreement for special rate in your favor, in this office.

"As I made this agreement with you personally, I would esteem it a favor if you will again send expense bills, covering shipments over our line, to me, marked "personal", when I will take the matter up and have voucher made in your favor, refunding difference between charges paid, and special rate promised you. I regret that this matter has been delayed so long, and trust that this explanation will make it all right."

TAMA CITY, IOWA, March 9, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commission:*

DEAR SIR—In the matter of Andrew Jackson vs. The Union Pacific Railway Company, for errors in charges for shipment of stock, I am pleased to note that Mr. Jackson this morning received draft in full, and the case is fully settled.

Yours, very respectfully,

MILLS & GUERNSEY,
Attorneys for A. Jackson.

HERSHEY LUMBER COMPANY, MUSCATINE, IOWA, *Complainants,*
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondents.*
} *Overcharges.*

Filed January 26th, 1883.

MUSCATINE, IOWA, January 25, 1883.

E. G. MORGAN, ESQ., *Secretary Board Railway Commissioners, Des Moines, Iowa:*

DEAR SIR—We inclose herewith a letter written by us to J. E. Utt, General Freight Agent Burlington, Cedar Rapids & Northern Railway, and copy of his reply to same, to A. O. Warfield, agent at this station. Our letter to Mr. Utt explains the whole situation. The lumber tariff in use before January 1st last is the same as has been in existence for the past four years to our certain knowledge, and we think ever since the completion of this division of the road. The question we would like to have determined by your Board is the justness and reasonableness, as well as the right, of a railroad corporation to advance rates in this manner, without notice to either its customers or its local agent. The point is here: our customer, Mr. Fischer,—or any other—might have sold one hundred cars of lumber, as well as the three which he did sell, on what he had a right to expect was the tariff which he would

have to pay. In such a case, his loss would have been several hundreds of dollars instead of the small sum of $19.30. Your consideration of this matter, and your early reply to same, will be highly appreciated.

Yours very truly,

HERSHEY LUMBER COMPANY,
By Sedgwick.

MUSCATINE, IOWA, January 19, 1883.

J. E. UTT, ESQ., *General Freight Agent, Cedar Rapids, Iowa:*

DEAR SIR—We inclose herewith expense bills of four cars lumber, shipped by us to Matt Fischer, Kinross, at what was supposed to be rate of eight cents per hundred pounds, but which it seems were billed at ten and a half cents. It seems the new tariff took effect January 1st, but we had no knowledge of it until the 17th, and the agent here claims that he had no notice of same until he got correction bills on the 16th. We think we are entitled to rebate of two and a half cents per hundred on these four cars, aggregating 77,200 pounds, making $19.30. Will you please give the matter consideration and advise?

Yours truly,

HERSHEY LUMBER COMPANY,
By Sedgwick.

CEDAR RAPIDS, IOWA, January 20, 1883.

A. O. WARFIELD, *Agent, Muscatine:*

DEAR SIR—I am unable to see why we should refund this overcharge. It is understood that rates always lapse with the year.

J. E. UTT,
General Freight Agent.

Receipt of the above complaint was duly acknowledged, and the complainants assured that the matter would be investigated. The facts as set forth in the complaint were sent to C. J. Ives, General Superintendent Burlington, Cedar Rapids & Northern Railway, and he was asked why the rates on lumber were increased on January 1st. Mr. Ives replied as follows:

CEDAR RAPIDS, IOWA, January 30, 1883.

E. G. MORGAN, ESQ., *Sec'y Railway Commissioners, Des Moines, Iowa:*

DEAR SIR—In reply to yours of 27th, regarding complaint of Hershey Lumber Company, I inclose explanation of our General Freight Agent, Mr. Utt, which seems to be full and clear. Rates on lumber are changed from time to time, so as to bear equally on stations in the same section of country, and the fact that a former general freight agent may have made a lower special rate than is now needed should be no bar to an advance, when it can be made without discriminating against the points to which they may have been made.

Yours truly,

C. J. IVES,
General Superintendent.

CEDAR RAPIDS, IOWA, January 30, 1883.

C. J. IVES, ESQ., *General Sup't B., C. R. & N. R'y, Cedar Rapids, Iowa:*

DEAR SIR—Referring to complaint of Hershey Lumber Company through Railroad Commissioners I beg leave to say: 1st. The rates in force on lumber since January 1st, current month, are our local tariff, and are the same that prevailed during the year 1882; any other rates named were by special arrangement. 2d. It is the custom of railroad companies doing freight business to annul all special rates at the close of each year, and renew them at their pleasure. In the month of November I issued a circular to all agents, as is usual, notifying them of the annulment of all rates other than the regular tariff, and asking them to furnish a list of specials that they considered should be renewed.

Mr. Warfield, agent at Muscatine, made answer giving me a list that included the lumber rates from Muscatine indicating that he had conferred with Muscatine lumber dealers. Whether Warfield notified the Hershey Lumber Company or not does not seem to be important, because the firm knows the rule in force among lines, including the C., R. I. & P., the road they are closely identified with. 3d. We only make special rates on shipping when it is necessary to protect our interests, very often against competition of other lines, and I have not renewed last year's specials, notwithstanding some good reasons for doing so. I have considered to some extent the lumber rates from Muscatine to points on that division, and am inclined to think renewal unnecessary in some instances. In the case of Kinross I had concluded to put in force nine cents, because I find on investigation that is the rate to points directly south on the C., R. I. & P. R'y. There are some reasons, however, why there should be no reduction to this station, to-wit: Marengo is a point directly north, and the rate on lumber from the Mississippi river is ten and a half cents per hundred. Again, the usual difference on lumber between Chicago and the Mississippi river points is five cents per hundred, and the rate from Chicago to Kinross is seventeen cents; therefore to equalize and not shut out other markets, Muscatine should be twelve cents. I am unable to find the letter from this office referred to. I have had several similar complaints, however, and have in each instance answered that I was investigating the matter of lumber rates from Muscatine, and would issue specials probably soon, and that any rate named should apply on all shipments since January 1st.

Yours truly,

J. E. UTT,
General Freight Agent.

CEDAR RAPIDS, IOWA, March 5, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—In reply to yours of March 2d, asking for copy of freight tariff on lumber from Muscatine. I inclose list of rates in force in 1882, and also in 1883, which I trust will be satisfactory to the Honorable Commissioners.

Yours truly,

C. J. IVES,
General Superintendent.

RATES ON LUMBER.

MUSCATINE TO	Tariff rate, 1882.	Special rate, 1882.	Tariff rate, 1883.	Special rate, 1883.
	Per cwt.	Per cwt.	Per cwt.	Per cwt.
Adams	6½	.....	6½	6
Nichols	7	.....	7	6
Lone Tree	7½	.....	7½	6
River Junction	8	.....	8	6
Riverside	8	.....	8	6
Kalona	9	7	9	7
Wellman	9½	7½	9½	7½
Kinross	10½	8	10½	8
South English	11	8¼	11	8½
Webster	11½	9	11½	9
Keswick	12	9	12	9
Thornburg	12½	9½	12½	9½
What Cheer	13	10	13	9½
Nassau	12½	10	12½	10
Barnes City	13	10½	13	10½
Montezuma	14	11	14	11

April 25th, the complainant informed the Board that rates had been adjusted by the company in accordance with tariff, which closed the case.

J. A. BREAZEALE, CENTERVILLE, IOWA, *Complainant*,
vs.
WABASH, ST. LOUIS & PACIFIC RAILWAY COMPANY, *Respondent*.

Failure to furnish coal cars.

Filed, January 26, 1883.

CENTERVILLE, IOWA, January 12, 1883.

HON. B. R. SHERMAN:

DEAR SIR—As you will see I am in the coal business. My mine is on the Wabash Railway. We come to you for relief, if we can get it. The railway company does not furnish us cars to do business. They are using almost all their cars for company coal, leaving the balance of the mines standing idle when the people are suffering for fuel. Two years ago we made complaints and the State Commissioners came here and heard our complaint, and the railway company by their superintendents on their sworn statements, said they had just got possession of the Iowa Division, and they found it very poorly equipped, and the car works were all behind with their orders, and they could not buy cars to take care of the trade. That was two years ago. They have had plenty of time to get cars since then. Now, the question is, under the law, can the Commissioners compel them to furnish us with cars. I don't want the Commissioners to come here, unless they can do us some good and require the railway company to furnish us cars to do business. I have lost five thousand dollars in the last two years, because I could not get cars to fill my contracts.

Respectfully yours,

J. A. BREAZEALE,
President.

CENTERVILLE, IOWA, January 13, 1883.

GOV. B. R. SHERMAN, *Des Moines, Iowa.*

DEAR SIR—The coal men here are having a great deal of trouble procuring cars on the Wabash road, to move the coal they are selling in the western part of the State. Mr. J. A. Breazeale, who owns a large mine about four miles west of this place, on the line of the Wabash, has just shown me orders for coal, and he says he is not able to get the cars to ship and fill the orders. Our coal interest is a big thing with us, and this is the time of year for the operators to reap their harvest. The laborers are heré and depending on their wages for the support of their families, and if the operators can't dispose of the coal to the trade that wants it there will be great suffering. What they want to know is, if the Commissioners can give them any relief. Will you please give the matter your personal attention. and oblige

Yours truly, H. H. WRIGHT.

CENTERVILLE, IOWA, January 15, 1883.

GOV. B. R. SHERMAN:

DEAR SIR—Since writing the within our side-track is still empty, and no cars to do anything; our men starving and the people suffering for fuel. Please let us know at once whether anything can be done. There is no discrimination—only a lack of cars to do business.

Respectfully yours,

J. A. BREAZEALE.

STATE OF IOWA,
APPANOOSE COUNTY. } ss.

I, J. A. Breazeale, on oath depose and say, that I am the owner of the Walnut Coal Company's mines in said county, situate on the line of the Wabash, St. Louis & Pacific Railway, four miles west of Centerville. That I have orders and contracts for coal, to be filled on the line of said road and to be shipped over said road to other lines of road, and have not been able to fill said orders and contracts for want of cars to ship the coal. The last car furnished

for shipping coal for said coal company was on January 6, 1883; and before that time said mine was not furnished with sufficient cars to carry the coal ordered of said mines.

J. A. BREAZEALE.

Subscribed and sworn to before me by J. A. Breazeale, this 13th day of January, 1883.

[L. S.] H. H. WRIGHT, *Notary Public.*

STATE OF IOWA, APPANOOSE COUNTY. } ss.

I, James Lee, on oath depose and say, that I have been employed as a coal miner at the Walnut Coal Mines, in said county, since last October, and am employed there now, when there is any work to do. When railroad cars are furnished at the mine, for the purpose of shipping the coal, we have employment all the time. The last car furnished at the mine to be loaded with coal was on the 6th of January, 1883; and before that time the cars were not furnished by the railroad company to ship all the coal for which the coal company had orders. The men working in the mine are idle a good portion of the time, on account of the cars not being furnished at the mine to ship the coal.

his
JAMES + LEE.
mark

Attest: H. H. WRIGHT.

Subscribed and sworn to before me by James Lee, this 13th day of January, 1883.

[L. S.] H. H. WRIGHT, *Notary Public.*

Affidavits were also made by Reuben Brooks and Jacob Mayfield, confirming Mr. Lee's testimony.

The above complaints and affidavits were examined by the Commissioners, and copies of them were sent to the proper officers of the Wabash, St. Louis & Pacific Railway, with request for immediate attention to the matter.

DES MOINES, IOWA, January 30, 1883.

HON. BUREN R. SHERMAN, *Governor of Iowa:*

DEAR SIR—In the matter of the complaint of Mr. J. A. Breazeale, of Centerville, Iowa, submitted by your Excellency to this Board on the 26th inst., I have to say, that the Board are in receipt of a letter from K. H. Wade, Superintendent of Transportation Wabash, St. Louis & Pacific Railway, in which he says: "I am aware that there has not been as full a supply of cars, or as prompt movement of the coal, as we wish or as should be, but circumstances combined, including the severe cold weather, shortage of water, occasioned by ponds and streams freezing solid, and an unusual pressure of business, rendered it impossible for us to handle our business to the satisfaction of all parties. Special instructions were given our officers in Iowa last week—before your letter was received—to furnish the cars and move the coal as promptly as possible, and I trust there will be no further cause for complaint."

Very respectfully,

E. G. MORGAN, *Secretary.*

CENTERVILLE, IOWA, January 29, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners:*

DEAR SIR—You will please find statement of some of our coal operators. I suppose the Governor gave you my statement, also that of some of my men. If we can get any relief we would ask it at once, as we are losing a great amount of money, and our miners must go on the county or starve. In some places our customers are burning corn to keep from freezing. We are willing to make due allowance for bad weather and a few days of snow blockade. The road is doing a big through business and not paying any attention to local points—I mean coal points. We have got contracts with parties that must be filled, and our bonds up and unless we get cars we will be compelled to pay the bonds. You will see by looking up the sworn statements of W. F. Merrill and E. N. Armstrong two years ago when I made complaint, that the company had just acquired the road, and it was poorly equipped, and all they asked was time to get in shape. Unless we get some relief from you, our coal property is not worth anything. I have waited three years and have lost over $5,000 on the promise of the railway company to be taken care of the same as stock, grain and other shippers, and it is getting worse every year. Hope you will give this matter prompt attention.

Yours respectfully,

J. A. BREZEALE.

STATE OF IOWA, }
APPANOOSE COUNTY. } ss

We, the undersigned, each for himself depose and say, after being each duly sworn, that we are coal operators on the line of the Wabash, St. Louis & Pacific Railway, in Appanoose county, Iowa. That said company does not furnish by four-fifths as many cars as said operators do demand; that after pressing demands said company would furnish about one-fifth as many cars as are necessary to transact our business. That said cars, when furnished, are allowed to remain on the side tracks without being removed, for a week or twenty days. That said line is apparently devoting all its time and attention and using all motive power to forward through business, thereby virtually neglecting local business, to these affiants' great injury. That affiants are situated and alone depend upon said railway for the transportation of affiants' coal, there being no competing line. That said railway is unlawfully discriminating in favor of said through business.

JOHN HENDERSON,
Superintendent Centerville Coal Company.
G. W. NEEDHAM.
A. C. ANDREWS.
JOHN MASTICS,
President Co-operative Coal Company.
THOMAS PHILLIPS.
Agent White Oak Coal Company.
T. J. JONES.

Subscribed in my presence and sworn to before me by the said John Henderson, G. W. Needham, A. C. Andrews, John Masters, Thomas Phillips and T. J. Jones, this twenty-seventh day of January, 1883.

GEORGE D. PORTER,
[L. S.] Notary Public.

DES MOINES, IOWA, January 31, 1883.

J. A. BREAZEALE, ESQ., *Centerville, Iowa:*

DEAR SIR—Yours of the twenty-ninth, with affidavit, just at hand. The Board are in receipt of a letter from the third vice-president and also the superintendent of transportation of the Wabash, St. Louis & Pacific Rail-

way. They each deny any intentional discrimination against the coal operators at Centerville. They say that they have not had as full a supply of cars or as prompt a movement of the coal as they wished, owing to the severe cold weather, shortage of water, and an unusual pressure of business; that special instructions were given the Iowa officers last week to furnish the cars and move the coal as promptly as possible. The Board have telegraphed Major Anderson asking him to visit you at once, and also to see the Iowa division superintendent of the Wabash Railway.

Very respectfully,

E. G. MORGAN,
Secretary.

DECISION OF THE COMMISSIONERS.

The letter of complaint in the above entitled cause, forwarded to this Board by His Excellency the Governer, stated that complainants were coal miners at Centerville, and dependent upon the Wabash, St. Louis & Pacific Railway Company for transportation, and that the railway company neglected and refused to furnish them cars in sufficient numbers to ship the product of their mines.

Complainants submit affidavits to support their charges.

One of the Commissioners went to Centerville, and personally inquired into the facts complained of. He also visited Mr. Dresser, superintendent of that division of the W., St. L. & P. Ry.

It was found that the charges against the railway company were substantially true. Superintendent Dresser admitted that complainants had not received as many cars as they asked for, and perhaps needed, but excused the company's failure to supply them by referring to the blockaded condition of the road, caused by the heavy snow storms along the line, the scarcity of water, and finally the scarcity of cars, the company had not been able to supply the miners as it desired, and as was for the interest of the company to do; but added that these difficulties were now somewhat abated, and that the company would be able to do better by complainants in the future than it had done in the past, and that he would make every exertion to supply complainants all the cars they needed, and had hopes of success.

In answer to the charge of discrimination against the Centerville coal interest as in favor of the through traffic, Superintendent Dresser made a most emphatic denial, saying that the scarcity of cars in that line of traffic was as great as anywhere, and that the difficulty was general and substantially the same at all points.

Tho Commissioners urged and recommended Superintendent Dresser to do all in his power to remove, for the future, all grounds of complaint, and it is hoped and believed by the Commissioners that the grounds of the present complaint are removed, and that there will not be further cause of complaint in the future.

Des Moines, February 24, 1883.

CENTERVILLE, IOWA, February 27, 1882.

E. G. MORGAN, *Secretary Railroad Commissioners:*

DEAR SIR—Yours 26th received, with findings of the Railroad Commissioners, in behalf of the coal operators that made the complaints. We would most earnestly ask what time Mr. Dresser, superintendent of the division, wants. We were told two years ago to wait and give them time. Since Mr. Anderson was here three weeks ago, and up to the present time, we have not received any more cars, and the road has not had any snow blockade since, and they have plenty of water; if they want two years more, or two months, we want their answer, so we can close up and not lose any more money. Our business is almost ruined for this season, and some of our customers are claiming large damages on account of our failure to keep them supplied with coal. They are owing us, and they refuse to pay until their damage is made good.

We would pray you to get some definite answer, so we can know what to do.

Respectfully,

J. A. BREAZEALE,
President Coal Exchange.

A copy of the above letter from Mr. Breazeale was sent to Mr. Dresser, Superintendent Wabash, St. Louis & Pacific Railway, and he was asked how soon his company intended to furnish Mr. Breazeale with cars to ship his coal, and the following reply was received:

KEOKUK, IOWA, March 2, 1882.

E. G. MORGAN, ESQ., *Secretary Iowa Railroad Commissioners:*

DEAR SIR—Your favor of 1st instant, stating complaint of J. A. Breazeale, is received. I will say in reply that I have made every effort to supply the mines at Centerville and vicinity with coal cars, that I have partially done so, and have increased the supply as fast as I could get more. As the supply of cars on this division is limited, I am obliged to depend on other divisions for any additional supply, but circumstances have combined to prevent them from doing much to help me out. We have had no snow, it is true, and have plenty of water now—too much, in fact. You are probably aware that the bridge over the Des Moines river was carried away February 16th, cutting us off on the east. Our lines in Illinois have also been interrupted, three of them entirely cut off by high water. This has forced the business that formerly went through four channels into one, overcrowding it and rendering it impossible to give proper attention to mine interests. I mention these as reasons why we have not received an extra supply of cars from other divisions. In spite of this, however, we have increased our stock, and now have fully one-third more cars than we had at the time of Mr. Anderson's visit. Mines are better supplied now, and I think you will find upon inquiry that the mine operators generally have no complaints to make, although they may not get quite as many cars as they think they should have. As for Breazeale, I don't think anything would satisfy him. If he had all the cars he wanted, he would find some ground for complaint. He seeks to attract attention by making a noise; he has found that his barking attracts the attention of the Commissioners, and he will probably keep it up whether he has any cause for it or not.

I will say in conclusion, that I am working earnestly to remove any cause for complaint in the matter of the supply of coal cars. You cannot expect too much to be done in three weeks under adverse circumstances, and it is less than one week since I received your letter giving the decision of the Commissioners which gave me an intimation of what was expected. I think I can satisfy the Commissioners that I will do as I promised.

Yours very respectfully,

R. DRESSER,
Superintendent Iowa Division.

E. P. JACKSON, AND TWENTY-EIGHT OTHERS, GILMORE, IOWA, *Complainants*, vs. THE DES MOINES & FORT DODGE RAILROAD COMPANY, *Respondent*.	*Asking to have the snow blockade raised.*

GILMORE, IOWA, January 26, 1883.

HON. B. R. SHERMAN, *Governor of the State of Iowa:*

We, the undersigned citizens of Gilmore, located on the extension of the Des Moines & Ft. Dodge Railroad, would respectfully say that we have had no train on said railroad since January 18, 1883, and we are nearly out of coal and not more than five hundred pounds of flour in town and other provisions proportionately low. That we depend upon said railroad f r our supplies. That unless we have relief soon we shall suffer for the necessaries of life Now we sincerely pray that you cause the said extension of the Des Moines & Ft. Dodge Railroad running from Tara Junction north to Ruthven to be opened at once, and thereby relieve the people of the following towns; Clare, Gilmore, Rolfe, Plover, Mallard, Curlew, Ayrshire and Ruthven, making fifty-seven and eight-tenths miles of railroad.

[Signed,] E. P. JACKSON,
and twenty-eight others.

DES MOINES, IOWA, January 30, 1883.

To his Excellency, Buren R. Sherman, Governor of the State of Iowa:

DEAR SIR—The communication of E. P. Jackson and twenty-eight others, residents of the town of Gilmore and vicinity, was duly received. The Commissioners learn from Mr. Gilmore, superintendent of the Des Moines & Fort Dodge Railroad, that the road was closed by the storm on the eighteenth of January and opened on the twenty-eighth. That owing to the intensity of the cold it was impracticable to open it earlier. He thinks the storm of to-day will probably again block them, but if the weather remains mild the detention will not be serious. The two items in the complaint are scarcity of flour and coal. The supply of the former he has no means of determining; of the latter he thinks there must be some mistake, or there has been a serious neglect on the part of the dealers in laying in supplies. His road has had, since the first of September, cars enough, of sixteen tons to the car, and motive power sufficient, to put two car loads, or thirty-two tons of coal, into every station on his road every day from that date until the blockade of January 18th (this includes the usual time consumed in loading and unloading the cars). Fully three-quarters of his coal cars have, during that time, been in the service of other railroad companies, simply because there was no demand for them on his line. He has supplied all demands with one-fourth of his coal equipment. This fall the people of Gilmore and vicinity have obtained most of their coal by hauling it in wagons from Humboldt. The Railroad Commissioners for the last two years have in the early fall issued circulars urging the importance of laying in supplies at all stations in northwestern Iowa in anticipation of such storms as this which

often blockade the railroads during the winter. These circulars have been copied into the newspapers and the subject has been generally discussed. Under the circumstances it is hardly fair to throw the blame of a scarcity of coal on the carrier, when ordinary forethought on the part of the dealer or consumer could have prevented it. Mr. Gilmore will use due diligence to keep his road open. It is probable that the same effort and exposure that his men are subjected to in opening the road, might bring in supplies from other points, if the case is as serious as represented. The distance from Fort Dodge is not more than twenty miles, or the coal banks twenty-five.

Respectfully,

PETER A. DEY,
For Commissioners.

DES MOINES, IOWA, January 31, 1883.

HON. P. A. DEY, *Railroad Commissioner:*

DEAR SIR—I received reply to my telegram from Gilmore station this A. M. Mr. Childs says: "Have three cars of nut coal on hand; equal to forty-five tons."

Very respectfully,

C. N. GILMORE,
Superintendent.

JOHN NICKSON, WACOUSTA, IOWA, *Complainant,*
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent.*
} *Damages.*

Filed February 5, 1883.

WACOUSTA, HUMBOLDT COUNTY, IOWA, January 19, 1883.

HON. C. C. CARPENTER, *Fort Dodge, Iowa:*

DEAR SIR—As you have been one of the Railroad Commissioners for Iowa, I write for information. I had a flock of one hundred and twelve sheep shipped from Toledo, Tama county, to Bradgate, Humboldt county, *via* Chicago & Northwestern Railway. It was not thought necessary for any one to come with the sheep, the distance being so short. When I took them from the car at Bradgate I found fifteen dead and four or five more badly crippled, entailing a loss of over $100. The car was not run properly up to the shute. The agent refused to help me move the car or even to allow the dead sheep to remain on the grounds over night, as the train was five hours late, and the weather intensely cold. The "impudent officiousness" of the agent caused me a deal of trouble and inconvenience. I wish to learn whether I can obtain redress through the Railroad Commission. If so, please inform me where to write, or whether I must look for satisfaction by going to law. Hoping to hear from you at your earliest convenience, I remain

Sincerely yours,

JOHN NICKSON.

The above letter was forwarded to the Board from Washington, D. C., by Mr. Carpenter, and was immediately sent to Marvin Hughitt, general manager Chicago & Northwestern Railway, who replied as follows:

CHICAGO, February 19, 1883.

To the Honorable Board of Railroad Commissioners of the State of Iowa:

DEAR SIRS—I have investigated the matter complained of by Mr. John Nickson, and covered by your communication of the fifth instant, and now think I may confidently assert that he has no just ground of complaint. The car containing Mr. Nickson's sheep was left in the proper place for unloading. He stated at the time that the man of whom he bought the sheep agreed to send a man in charge of them, but had neglected to do so, and that as he had paid in advance for the sheep, he probably would not be able to obtain satisfaction for the dead sheep from the seller. Our agent at Bradgate gave Mr. Nickson all necessary assistance, and would willingly have given him permission to leave the dead sheep on our grounds over night if he had asked for it, which he did not do. The loss of the sheep, which is the important point in this complaint, this company is in no wise responsible for; and I believe the actions of our employes at Bradgate have been by Mr. Nickson either greatly misunderstood or misrepresented. Assuring you of our constant endeavor to promote the mutual interests of the public and of this company as a common carrier, I remain

Very respectfully,

M. HUGHITT.

This letter was forwarded to Mr. Nickson, on February 27th, of which he was notified on March 29th, and again on April 20th, to which on April 26th, he replied as follows:

WACOUSTA, IOWA, April 26, 1883.

E. G. MORGAN, *Des Moines, Iowa:*

DEAR SIR—In answer to your favor of March 29th, I beg to state that immediately upon receipt of your communication of February 27th, I replied to it at once and answered all your inquiries fully, but it seems you never received my letter. I assure you that Mr. Hughitt has been misinformed in regard to the truth of the whole matter. He says that I told some one, does not mention who, that the party I bought the sheep of agreed to send a man with the sheep. So far true; but when the sheep were shipped at Toledo the agent assured him that they would go through all right, a distance of only one hundred and forty miles. I have every reason to believe that the sheep came four-fifths of the distance all right, but they started out from Eagle Grove with a defective engine. They were bothered a good deal. Finally, unable to get through with the broken engine, they switched off at Thor, eight miles west of Eagle Grove, and had to go back to Eagle Grove for another engine. The train was five hours late at Bradgate. I think most of the time was lost between Eagle Grove and Dakota, a distance of sixteen miles. I have every reason to believe that my sheep were killed with the jostling they received in trying to make headway with the broken engine, as they were all piled up in front end of car. When I came to unload them they were all warm; had they been killed in early part of transit they would have been cold. I went to Dakota, thirteen miles east of Brodgate and met the train. I saw that the sheep had been very roughly used. I asked the conductor why they had not been taken better care of. His reply was, that he "would not touch them for the world." Mr. Hughitt makes another statement that is entirely false. I never said I paid the man of whom I bought the sheep in advance and consequently I could hope for no redress from him. I did not pay for the sheep for over a month after I got them. If I get any redress I get it from the railroad company. They alone are responsible for my loss and from them I expect to be reimbursed if I get justice. Had it not been for the broken engine I believe my sheep would have come through without the loss of a single one. The car was switched off at Bradgate, but was not left with door

opposite runway. I could only get them out by one and two, taking me three times as long as if car had been left in proper place. There was no pinch bar. I sent twice for agent but he did not come down till I had sheep unloaded. The day was one of the most intensely cold of last winter. I asked the privilege of leaving the dead sheep in car over night as I had six miles to drive sheep, and it was getting late. He (the agent), would not grant my request; he was captious, insulting, officious and anything but the gentleman. So I was compelled to hire a sled, haul carcasses away and lose them; had to leave some of them unskinned. I found fifteen dead, three more have died since, two more cripples and many more hurt, more or less, entailing a very serious loss on me in my transaction. I think in all justice and honor, that the company should pay for at least the sheep they killed. I ask nothing but a righteous verdict from your Honorable Board. I can qualify by affidavit from several witnesses every statement I have made. I will cheerfully answer all future inquiries; pressure of farm work and other business prevented me from replying earlier. I rest my case in your hands, fully believing you will do what you conceive to be right.

Sincerely yours,

JOHN NICKSON.

P. S.—The inclosed card will explain itself. While shipping cattle from Wisconsin to Ft. Dodge *via* Illinois Central Railroad, I lost a very nice heifer, valued as you will see per card at $18.00, but worth to me $40. The heifer was lost by a car door breaking and she was crowded through. Mr. Wright, the agent at Ft. Dodge at that time, was instructed to pay me $9.00, but I would not accept it. Mr. Wright thought I should get it all, but he moved away. I live forty miles from Ft. Dodge, so I could never get my claim settled. You will see my claim is a legal one. Please do the best you can for me.

Yours truly,

JOHN NICKSON.

DES MOINES, IOWA, May 16, 1883.

JOHN NICKSON, *Wacousta, Iowa:*

DEAR SIR—Yours of April 26th was held for postage until yesterday. The portion of your letter relating to the loss of your sheep in January last I have referred to the Commissioners.

That part of your letter referring to the loss of the heifer in 1878, on the Illinois Central Railroad: The Board are of the opinion that the claim for damage is too remote for them to take cognizance of, as the loss probably occurred before the organization of this Board. The postal card of Thos. Wright is herewith returned you.

By order of the Board.

E. G. MORGAN, *Secretary.*

DES MOINES, IOWA, July 20, 1883.

MARVIN HUGHITT, *General Manager Chicago & Northwestern Railway Company, Chicago, Illinois:*

DEAR SIR—In the matter of the complaint of John Nickson, Humboldt county, Iowa, claiming damage of your company for injury to sheep while in transit from Toledo to Bradgate, on the third day of January last.

The Commissioners find from evidence presented to one of their number who went to the farms of Mr. Nickson and Mr. Withington (the shipper), also to Eagle Grove, the following facts: The sheep came from Toledo to

Eagle Grove, one hundred miles, on the night of the second, and were all right at Eagle Grove. The record of the movement of trains and engines at this station show that the train was some five hours late in reaching Dakota, seventeen miles west. A defective engine necessitated the side-tracking of the train at Thor, and another engine was sent out from Eagle Grove. When the train reached Dakota, Mr. Nickson met it and found fifteen dead sheep in the forward part of the car, and several more badly injured. Mr. Nickson claims that twenty-two sheep in all have died from the injuries then received, and two others are crippled. Have you any testimony you wish to offer the Commissioners in explanation of how the sheep could be injured between Eagle Grove and Dakota, a distance of seventeen miles, as by the testimony of your own men they were all right at Eagle Grove, after coming a hundred miles in the night.

By order of the Board.

E. G. MORGAN,
Secretary.

CHICAGO, August 6, 1883.

MY DEAR SIR—I am in receipt of your letter of the 20th ultimo, respecting the claim made by Mr. John Nickson, of Humboldt county, Iowa, that out of a carload of sheep shipped from Toledo, Iowa, and consigned to him at Bradgate, no less than fifteen sheep were killed outright, and, from the effects of injuries received, seven afterwards died; making a total of twenty-two sheep, for which Mr. Nickson claims damages of this company.

I have carefully investigated this matter, with this result. As you state in your letter, the car in which the sheep were loaded arrived at Eagle Grove on time, but two hours were unavoidably lost at that place in making up the train for the west. The temperature had, during the night, fallen to twenty-two degrees below zero. The sheep were apparently in good condition on leaving Eagle Grove. Between that place and Thor, the train was caught in a snow drift, and one hour's time was lost in reaching Thor, at which place the engine broke a pnmp plunger, owing to the extreme cold, and it was found necessary to send to Eagle Grove for another engine. This delayed the train two hours more: it reached Bradgate five hours late, as you have stated. All of these delays were entirely unavoidable; as I have said, the weather was extremely cold, and, under such conditions, railway transportation is rendered difficult.

On the arrival of the train at Bradgate it was found that, in order to protect themselves from the severity of the weather, the sheep had huddled together at one end of the car, and many were trampled upon by the others, and, in this manner, killed.

Instead of allowing the uninjured sheep to rest comfortably over night, under shelter near the station, as I am informed he was given permission to do by a farmer living in the vicinity, Mr Nickson insisted upon driving his stock a distance of five miles, to his home. I have no doubt that the remaining seven sheep, which he claims died from the effects of injuries received while in transit, really died from the exposure to which he subjected them that night. The evidence, as I interpret it, clearly shows that it was not the fault of the company that the sheep were killed. The unfavorable conditions of the weather then existing, combined with Mr. Nickson's mismanagement, will, I think, fully explain the loss of which he complains.

Very truly,

M. HUGHITT.

E. G. MORGAN,
Secretary Railroad Commissioners, Des Moines, Iowa.

DECISION OF THE COMMISSIONERS.

In January of this year Mr. John Nickson shipped by the Chicago & Northwestern Railway, from Toledo, Tama county, to Bradgate, in Humboldt county, a distance of one hundred and thirty miles, in one car, one hundred and twelve sheep. The sheep were a very small breed, and it is not claimed they were overloaded in the car.

Mr. Nickson makes complaint of the company's negligence in transporting these sheep, by reason of which fifteen sheep died outright in the car and seven others afterwards from the injuries there received. It is also conceded that the sheep were in apparent good order when received by the company.

It is also agreed that the sheep were apparently in the same condition at Eagle Grove, which was a very large proportion of the distance the sheep were to be carried.

Mr. Nickson went out from Bradgate to Dakota, thirteen miles, to meet the sheep, and found them in bad condition; and states that, from the warmth of the dead sheep, the injury had been recent, and done between Eagle Grove and Dakota, a distance of sixteen miles.

Mr. Nickson alleges that from Eagle Grove a defective engine was started out with the train, which gave great bother and caused great delay, and that finally at Thor, eight miles west of Eagle Grove, the company's agents switched the train out and went back to get another engine; and that he "believes that his sheep were killed with the jostling they received in trying to make headway with the broken engine."

One thing from all these statements, including Mr. Marvin Hughitt's, seems clear, and that is that the trouble with the engine and the train, and the injury to the sheep, occurred at the same time and place.

The whole distance to be traveled was about one hundred and thirty miles. The train reached Eagle Grove, a distance of over one hundred miles, on time, when "the sheep," says Mr. Hughitt, "were apparently in good condition."

Between this point and Bradgate, a distance of about thirty miles, Mr. Hughitt says the train lost five hours time; and between Eagle Grove and Dakota, a distance of sixteen miles, the sheep, says Mr. Nickson, received their injuries. There is no controversy as to the extent of the injury to or value of the sheep.

But, says Mr. Hughitt, "the evidence, as I interpret it, clearly shows that it was not the fault of the company that the sheep were killed."

But on a careful examination of all the facts in this case we cannot see it in that light. The evidence shows that so long as the train was properly managed the sheep were well behaved.

We see nothing to excuse the company from liability as a common carrier, unless there be some legal excuse for its apparent neglect, and this we do not find.

Of course, as our duties are rather for the prevention of future wrongs than looking to the redress of those in the past, we can only say that we

believe the company liable in this case, and recommend that it pay Mr. Nickson for his sheep.

Des Moines, Iowa, December 20, 1883.

CHARLES REID, WESSINGTON, DAKOTA TERRITORY, *Complainant*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondent*.
} *Damages.*

Filed February 6, 1883.

WESSINGTON, BEADLE COUNTY, DAKOTA, December 25, 1882.

HON. JAMES WILSON, *Tarcr Iowa:*

DEAR SIR—November 11th, 1882, I arrived at Nora Junction too late for the passenger train going south on the Burlington, Cedar Rapids & Northern Railway. I was on my way from Charles City to Marble Rock. Business was to obtain a witness required that I could get citizen papers at the District Court held at Charles City, Monday, the 13th, for the purpose of proving up on land in Dakota. I found at Nora Junction that there would be no passenger train till Monday. There were also two grand jurymen with me, H. Loosee and Sam. Rex. Some time after dark a freight train stopped about eighty or a hundred rods north of the station, and we went to see if we could not ride to Marble Rock. We asked the engineer if he thought we could ride and he said he did not know, we could ask the conductor. We went on and found the conductor and brakeman, busy with an axle that was heating. Just then two passengers came past and we concluded it was all right and went on to the way car. When the train started the conductor came in and told us he did not carry passengers and to get off. We said we met two passengers, and that we were ready to pay our fare. He said those passengers had passes, and that he could not take us. We got up to get off, but the train was going fast and he only let one get off, and said he would stop the train and for us to be ready and get off when the train stopped. I stepped off and went headlong through the air, struck something, and then through the air, and struck on a wagon road. The other man was hanging by his arms when he heard me make a noise, and hauled himself on again. The conductor went back to the Junction and got the other man, and they carried me up into the way car and took me on to Marble Rock. The doctor found no bones broken, but a badly damaged leg. I have got back here and can get around a little now. One of the men, Sam Rex, went to the place the Wednesday following, and found I had fallen twenty-eight feet from a trestle-work over a ravine some one hundred rods from the station. The conductor said he knew where he was and was coming to tell us not to get off till they started up a little ways. I told the conductor I did not blame him, but on my return home and seeing the distance he had taken us I changed my mind very much. Also my injuries are more severe than I thought. I can barely get around, and do a little by using a cane, and some days I cannot do anything. I do not know anything about railroad law, and seeing a report in the *Register* from you as a Railroad Commissioner, I thought I would ask you if I was entitled to damages from the railroad company, and how to go about it to get it, and perhaps you would find time to send me an answer. Damages for the pain and suffering all the railroad companies in the United States could not pay me; but if I could get enough to pay my expenses and doctor bills, and for time lost and will be likely to lose, it would help me very much.

Yours with respect,

CHAS. REID.

The Board decided that they had no jurisdiction over the case, and so notified the complainant.

PETER RAFF, MAXWELL, IOWA, *Complainant*,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent*.
} *Damages.*

Filed February 14, 1883.

MAXWELL, IOWA, February 12, 1883.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I lay my claim before you against the Chicago, Milwaukee & St. Paul Railway Company for the breakage of one stove, on the 11th day of last January. I made out my bill for the damage and presented it to the agent at this place. He said the railway company would not pay for it, and further said that the conductor broke the stove and would have it to pay for. I also had a sled-shoe broken by the same company, and sent in my bill for the same, but have not got my pay for it. I inclose you my bills for the above broken property, together with the statement of an eye-witness, who saw the train hands break the stove. Will you please look after this matter a little for me, and oblige,

Yours truly,

PETER RAFF.

MAXWELL, IOWA, February 9, 1883.

I, Daniel Brubaker, of the county of Polk, in the State of Iowa, do hereby certify that on Monday, December 11, 1882, at the Chicago, Milwaukee & St. Paul Railway depot, in Maxwell, Iowa, I saw the train men drop on the platform and carelessly break the bottom of a heating stove. The brakeman told the agent to tell the parties that the stove belonged to that the stove was broken in the car. I found out afterward that the stove was shipped to Peter Raff, and I think that the railway company ought to be made to pay for the stove or the damage they did to it.

(Signed,) D. K. BRUBAKER.

Inclosed bill:

MAXWELL, IOWA, January 13, 1883.

Chicago, Milwaukee & St. Paul Railway Company, in account with Peter Raff:

January 11.	To breaking stove	$ 3.50
January 13.	To breaking sled-shoe	.50
	Total	$ 4.00

DES MOINES, IOWA, February 15, 1883.

PETER RAFF, *Maxwell, Iowa:*

DEAR SIR—I have yours of the 12th instant, with complaint against the Chicago, Milwaukee & St. Paul Railway Company for damages to stove and sleigh-shoe. I am instructed by the Board to say to you to send a copy of your bill for breakage to the General Freight Agent of the C., M. & St. P. R'y, at Milwaukee, with all the facts. They have no doubt he will at once investigate your claim, and if he finds his company liable for the damages will settle with you. If, after corresponding with the General Freight

Agent, you are unable to reach a settlement, you can refer all the papers in the case to the Board, and they will investigate it.

Respectfully,

E. G. MORGAN,
Secretary.

The Commissioners have not heard anything further from Mr. Raff, and conclude that the matter has been adjusted between the parties.

WM. J. HADDOCK, SECRETARY, IOWA CITY, IOWA, *Complainant,*
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondent.*
} *Discrimination.*

Filed February 22, 1883.

IOWA CITY, IOWA, February 20, 1883.

HON. P. A. DEY, *Railroad Commissioner, Iowa City, Iowa:*

DEAR SIR—The State University has a contract with the Muscatine Mining and Coal Company, by which that company agrees to furnish the University all the good, clean, lump coal required, at $1.65 per ton on the cars at the mine, at What Cheer, Iowa. We require a little over two car loads per week. We received the coal promptly and well, in accordance with contract, for some time, but when the severe weather set in, the coal company failed to supply us, and gave as a reason that the Burlington, Cedar Rapids & Northern Railway Company claimed the right to take all the lump coal for themselves, and would not, or did not, furnish cars for the coal company to ship us the coal required, and hence they could not do it. A fair sample of the company's excuses and letters is shown in the enclosed letter of the coal company's agent, Mr. Witter.

Mr. Ives, Superintendent of the B., C. R. & N. Railway, was very clever with the University, and gave us two car loads of coal, to prevent the school from stopping, and in such case is willing to give more coal from the company cars at $2.12½ per ton at the mines. Now, the point is here: We can have coal at $1.65 at the mines under our contract, while, by the favor of Mr. Ives, it costs $2.12½ at the mines, or, by the management of the railroad, our coal costs us, per car of twenty tons, $9.50 more than contract price. Now, at two cars per week, we are out $19.00, or at the rate of $76 per month, and we are no better off. We bought coal of the agents here at even much worse figures.

Could not your Board of Railroad Commissioners, or yourself personally, request Mr. Ives to order cars, so we can get the benefit of the contract, or give us coal at our contract price? As I think this is in the line of your official duty, I ask your assistance.

Yours truly,

WM. J. HADDOCK,
Secretary.

A copy of the above complaint was sent to C. J. Ives, General Superintendent, Burlington, Cedar Rapids & Northern Railway, with the request that he give the matter attention, and complainant was notified to this effect. The following reply was received from Mr. Ives.

CEDAR RAPIDS, IOWA, February 23, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—In reply to yours of February 22d, containing copy of complaint of Mr. W. J. Haddock, Secretary Iowa State University, would say, that the gist of his complaint seems to be that he is compelled to pay more for the coal furnished him by our company, than his contract with the coal company requires. It would seem that he was a little hasty in entering this complaint before the Commissioners, he not having paid anything for the coal, and orders having been given that the price should be made the same for the University as their contract called for. As to the matter of not being able to furnish the coal promptly, I have only to say, that the extraordinary severe winter is ample excuse for any interruption of business. The facts are that we were unable to move coal enough from the mines at What Cheer to keep our trains running, and, at times, not even able to do that, and had to take coal shipped to private parties, wherever it might be found along the line, and which we have been replacing as fast as possible, since the embargo was raised. It would seem to be a matter of prudence for a State institution to set a better example to the coal consumers of the State, and lay in a reasonable stock, so as not to be left in danger of having to close the school, for want of sufficient coal to warm the buildings, when, as any prudent person should know, storms and floods may, at any time, cut off the supply.

Trusting this explanation will be entirely satisfactory to the Honorable Commissioners, I am

Yours truly,

C. J. IVES,
General Superintendent.

DES MOINES, IOWA, February 26, 1883.

HON. WM. J. HADDOCK, *Secretary Iowa State University, Iowa City, Iowa:*

DEAR SIR—The Railroad Commissioners direct me to send you a copy of their coal circular, issued in 1880, and the advance sheets of their report for 1881, showing their views on the coal problem for that year; also a copy of Mr. Ives', superintendent Burlington, Cedar Rapids & Northern Railway, letter dated February 23, 1883, in reply to yours of February 20th. The Commissioners further suggest that the views expressed by Mr. Ives are, they think, sound and businesslike. That with the uncertainty attending the operation of all railways during the winters, any one of which may be expected to be as severe as the past one, that it is the part of wisdom to accumulate a supply early in the season. While it is the duty of the railway to furnish transportation sufficient to meet the ordinary wants of their customers, it is equally the duty of the consumer to lay in a supply, against those contingencies that are liable to arise at any time.

By order of the Board,

E. G. MORGAN,
Secretary.

L. W. RUSSELL & CO., SILVER CITY, IOWA, *Complainants*,
vs
WABASH, ST. LOUIS & PACIFIC RAILWAY COMPANY, *Respondent*.

Failure to furnish cars for shipping corn.

Filed February 22, 1883.

SILVER CITY, IOWA, February 21, 1883.

A. R. ANDERSON:

KIND SIR—Having been unable to obtain cars to ship corn on account of a monopoly that exists here in the shape of an elevator who appear to have a corner on cars and has been the cause of driving others, as well as ourselves, out of the market as regards corn. We have corn on hand, taken on debt, that we wanted to move for over a month, in order to get our money out of it. The railroad company refused to furnish cars as long as the elevator can use all they send, and they appear to be particular not to send any more than the elevator can use. Have they the right to discriminate against outside parties in favor of elevators? It has been the cause of keeping corn from three to seven cents lower than at other competing points, and has been a great damage to the town. If you could do anything toward regulating this, you would confer a great favor on

Yours respectfully,
L. W. RUSSELL & CO.

DES MOINES, February 22, 1883.

MESSRS. L. W. RUSSELL & CO., *Silver City, Iowa:*

GENTLEMEN—Yours of the twenty-first instant received and contents noted. The matters of which you complain seem to be the result of a general system in the southwestern part of the State against which formal complaints are now pending before the Board. A decision on these complaints will be reached within a very few days, which it is hoped will afford you the relief desired. You will be notified of the result in due time. The Board meantime, will call the attention of the Wabash company to your complaint.

By order of the Board,
E. G. MORGAN,
Secretary.

A copy of this complaint was sent John C. Gault, Second Vice-President Wabash, St. Louis & Pacific Railway Company, who answered as follows:

ST. LOUIS, March 9, 1883.

E. G. MORGAN, *Secretary:*

DEAR SIR—I duly received yours of February 22d, containing a copy of a complaint made by L. W. Russell & Co., of Silver City. I have fairly investigated the matter, and I find there is not a single word of truth in the statements of Russell & Co., or perhaps it would be better to tell you that they have attempted to deceive the Board. L. W. Russell & Co. are not grain buyers, but merchants; they have taken in some corn on a debt; and when they state to you that there is a "monopoly" at Silver City in the shape of an elevator, "who appear to have a corner on cars," they deliberately lie; and when they state, as they did in their letter to you, that the railroad company "*refuses*" to furnish cars to take away their corn, they make a statement which is not in any sense true.

During the month of February the Wabash road, which runs in six different States, has either been under snow, ice or water, in some of the States, nearly all the time. We have had many bridges washed away, and it has been impossible for us to handle our cars with any certainty or promptitude. Nothing would have pleased us so much had we been able to give our Omaha branch five times as many cars as we had at our disposal. There has been no *refusal* on the part of the road to furnish cars, but there has been an *inability* to furnish them as promptly at Silver City, and every other station, as we would have done under ordinary condition of weather.

As to the monopoly in the shape of an elevator: I do not know who owns it; but men who handle grain at that place, and who load it into cars from wagons, have had nearly twice as many cars furnished them during the months of January and February as the elevator had; the order being to divide the cars in proportion to the amount of grain on hand by the different parties. I could send you a large amount of correspondence, including the daily orders for cars, if you desire to see it; but my object in writing is simply to deny the statements made to you by Russell & Co.

Yours truly,

JOHN C. GAULT,
Second Vice President.

DES MOINES, IOWA, March 16, 1883.

MESSRS. L. W. RUSSELL & CO., *Silver City, Iowa:*

GENTLEMEN—In the matter of your complaint against the Wabash, St. Louis & Pacific Railway Company for discrimination in not furnishing you cars for shipping corn, Vice President Gault, of that company, says: (here followed Mr. Gault's letter of March 9th.)

As there seems to be a conflict in the statements made by you and the railway company as to the facts in this case, I am instructed by the Commissioners to ask you to present them such proofs, in the shape of affidavits, as you may have in support of your charges against the Wabash, St. Louis & Pacific Railway Company, in your letter to them of February 21st.

Respectfully,

E. G. MORGAN,
Secretary.

To this letter no reply was ever received.

LYMAN WHITTIER, WHITING, IOWA, *Complainant*,
vs.
SIOUX CITY & PACIFIC RAILROAD AND CHICAGO & NORTHWESTERN RAILWAY COMPANIES,
Respondents.
} *Lost goods.*

Filed March 1, 1883.

WHITING, MONONA COUNTY, IOWA, Feb. 28, 1883.

State Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Herewith attached please find papers explaining themselves relating to claim for lost property made on the Sioux City & Pacific Railroad. S. C. & P. R. R. say they cannot pay this claim owing to a disagreement between themselves and Chicago & Northwestern Railway Company as to liability, and desire you to decide which line is liable.

Yours truly,

LYMAN WHITTIER.

WHITING, MONONA COUNTY, March 3, 1883.

State Board Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Replying to your favor of March 1st, herewith please find attached Mr. K. C. Morehouse's letter of December 13th. The result of Mr. Morehouse's investigation was, as communicated to station agent, at Whiting Station on S. C. & P. R. R, that payment could not be obtained on the claim on account of a disagreement between the S. C. & P. R. R., and the C. & N. W. R'y Co., as to liability, and suggested that I lay the case before you for decision which line was liable. The history of the claim is, that one case of canned goods were lost in transit between Chicago and Whiting, and found short at this station, final destination. A claim for the loss put in and proven, but the trouble is that there is a dispute between C. & N. W. R'y Co. and S. C. & P. R. R. Co., as to who is liable.

Yours truly,

LYMAN WHITTIER.

MISSOURI VALLEY, IOWA, Dec. 13, 1882.

LYMAN WHITTIER, ESQ., *Whiting, Iowa:*

DEAR SIR—Perhaps I owe you an apology in regard to your claim for the case of canned goods, but the truth is that it was not lost on our line. We have, however, offered to pay our proportion, but connecting lines refuse to help out in the matter. I will give them another chance.

Yours truly,

K. C. MOOREHOUSE.

A copy of this complaint was sent to P. E. Hall, General Manager Sioux City & Pacific Railroad, which was answered as follows:

CEDAR RAPIDS, IOWA, March 12, 1883.

E. G. MORGAN, ESQ., *Secretary Board Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—The facts in this matter are that the Chicago & Northwestern Railway Company admit the receipt of this case of canned goods at their station in Chicago, and report it as shipped in car No. 1237, with other freight, consigned to the same party at Whiting Station. This freight with other for local stations on our road between Missouri Valley and Sioux City, was all billed through on through way bills. The car was received by us at Missouri Valley, on April 8, 1882, with all doors properly sealed with Chicago seals, and so forwarded the same day by our train to Sioux City, without opening the car or checking the freight at Missouri Valley at all. This car was opened and freight taken therefrom at four stations before reaching Whiting, it being re-sealed each time. When the goods were unloaded at Whiting, this case of canned goods was not found. Search was made for it when the car was again opened at Sloan, and again at Sioux City on arrival there. Examinations of freight unloaded at the stations between Missouri Valley and Whiting failed to find it. We sent tracers to every station on the line of our road so that if by mistake the Northwestern Company had put it in some other car coming to us it might be found, but without any result. Under these circumstances we offered to pay our share of the loss based on the division of earning between us and the C. & N. R'y Co., treating the matter as what is known as "concealed loss." The C. & N. W. Co. declined this proposition. I suppose it will be fair that that company give their reasons for making such declination, and can only say that after hearing from the C. & N. W., should your Board entertain the idea that we should be held responsible for any more than our proportion as above, I should like to be heard again in this matter.

Very truly yours,

P. E. HALL.
General Manager.

On the receipt of the above letter Marvin Hughitt, General Manager Chicago & Northwestern Railway Company, was sent a statement of the facts of the case as set forth by Mr. Hall, but before a reply was received the complainant requests that the case be dismissed, and the Board made an order dismissing the same, and respondents were notified of the fact.

CITIZENS OF ALBIA, IOWA, *Complainants*,
vs.
CENTRAL IOWA RAILWAY COMPANY, *Respondent*.

For failure to run trains sufficient to accommodate the public.

Filed March 2, 1883.

ALBIA, MONROE COUNTY, IOWA, March 1, 1883.

To the Honorable Board of Railroad Commissioners of the State of Iowa:

We, the undersigned citizens of Albia, Iowa, would respectfully represent that in the years of 1866 and 1870 we gave to the Iowa Central Railroad Company an amount of over *one hundred thousand dollars* in aid of the construction of said line of railroad, in full faith that said railroad company would "*equip, maintain, and operate*" the road in accordance with the charter granted by the State.

We would further represent that for several years said railroad company has not run a mail, express or passenger car on that portion of its line between Albia and Eddyville Junction, and utterly ignores all rights or claims the people have in view of the aid given, as stated.

We would further represent that the said railroad bridge across the Des Moines river at Eddyville is believed to be in an unsafe and dangerous condition.

We would ask that said railroad company be compelled to equip, maintain and operate the road between Albia and Eddyville Junction as a part of its continuous line, and furnish suitable mail, express and passenger cars for the traveling public.

[Signed] J. H. DRAKE,
and forty-one others.

DES MOINES, March 2, 1883.

J. H. DRAKE, BEN. F. ELBERT, JOSIAH T. YOUNG, *and other citizens of Albia, Iowa:*

GENTLEMEN—I am instructed by the Board of Railroad Commissioners to acknowledge the receipt of your communication of the 1st inst., in which you set forth the fact that the citizens of Albia did donate to the Central Iowa Railway Company, during the years 1866 and 1870, over one hundred thousand dollars in aid of the construction of said line of railroad, with the belief "that said road would equip, maintain and operate the road in accordance with the charter granted by the State," "and that for several years said company has not run a mail, or express or passenger car on that portion of its line between Albia and Eddyville Junction."

The Commissioners desire to be informed if there is any business offered to the road, demanding greater facilities for mail, express or passenger traffic than are now furnished by the Central Iowa Railway Company.

As regards the bridge over the Des Moines river at Eddyville the Com-

missioners desire you to give them specific information where and in what particular it is defective. They are under the impression that it was practically rebuilt about three years ago.

By order of the Board,

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, March 10, 1883.

A. R. BARNES, *Albia, Iowa:*

DEAR SIR—Yours of the 5th received. The Commissioners would prefer Thursday, March 15th, to Friday, to meet you here. To the complaint of the "citizens of Albia" the President of the Central Iowa Railway Company writes as follows:

"The Central Iowa Railway runs two through trains each way daily. Those trains have ample accommodations for all the passenger travel offered, as well as accommodation for mail and express business, meeting the approbation of the express company and of the post-office department. A careful examination of the bridge has convinced the management of the Central of its safety and the prudence of running trains over it.

Yours truly,

[Signed] ISAAC M. CATE,
President."

I shall be glad to hear from you at an early day.

Very respectfully,

E. G. MORGAN,
Secretary.

In consequence of the complainants in this case having failed to prosecute their complaint, the case was discontinued November 30, 1883.

It is understood that arrangements are being made that will carry the main through business south over this part of the road.

J. P. CURRIER, MELROSE, IOWA, *Complainant,*
vs.
CHICAGO, BULINGTON & QUINCY RAILROAD COMPANY, *Respondent.*
} *Delay of grain while in transit.*

Filed March 2, 1883.

MELROSE, IOWA, March 1, 1883.

To the Honorable Board of Railroad Commissioners:

GENTLEMEN—I am in the grain business, and we want about two cars of corn a week, regularly, to sell to the farmers to feed their stock. I have been trying to supply them for the last four months, but have been doing it at a great disadvantage. Some times we have to wait ten to fifteen days to get cars to put our corn in; then we have to wait from five to twenty-five days for the corn after it is loaded before it arrives here from Riverton, Hillsdale or Emerson. Now, is there no remedy for such delays? If not, I want to change my business, for I am doing it at a loss. I am disappointed in not getting the corn and of course I have to disappoint the farmers. Sometimes the company side track the grain and it will lie there

ten to fifteen days in one place, and if I write for the railroad agent to hunt it up, they w not answer me, as much as to say, it is none of my business. I have been waiting for cars now for over two weeks at Riverton to put corn in, and have been waiting ten to twelve days for two cars that I shipped from Riverton ten or twelve days ago. I will send you some expense bills which show the days the corn was shipped and the days it came in here.

Yours, etc.,

J. P. CURRIER.

The above complaint was sent to T. J. Potter, Esq., General Manager Chicago, Burlington & Quincy Railroad, which was replied to as follows:

CHICAGO, April 13, 1883.

E. G. MORGAN, Esq., *Sec'y Railway Commissioners, Des Moines, Iowa:*

DEAR SIR—Referring to the complaint of J. P. Currier, of Melrose, that shipments of corn to him were delayed; I have looked up the time of transit of the cars reported by him, and enclose tracers showing the following:

Car 8596 Hawthorne to Russell December 10th to 13th, 123 miles.

Car 3449 Riverton to Frederic, January 9th to 26th, 180 miles.

Car 1084 Riverton to Tyrone, February 7th to 12th, 162 miles.

As very unfavorable conditions for speedy transportation, I would call your attention to the fact that the two of these cars delayed were loaded upon a branch line; were billed for weighing at a division point on the main line, and then for delivery at an unimportant station. The following letter from our general superintendent, with attached weather reports, explains that the principal delay was on account of snow blockade and conditions over which we had no control: "You will note that both of the bad delays occurred at the time when we were having a great deal of trouble with snow. Stock, coal and perishable freight were given the preference, and in this way loads accumulated very fast at all stations, and many delays occurred which were unavoidable. For your further information in regard to the condition of the weather at the time of the delay of these cars, I hand you herewith weather reports covering the time referred to for the west and middle Iowa divisions, which shows for itself what we had to contend with at that time. We regret the delays exceedingly, but as a practical matter they were unavoidable."

I hope the above will impress the Commissioners that the elements, and not our design or negligence, was the cause of the delay.

Yours truly,

T. J. POTTER

DECISION OF THE COMMISSIONERS.

Mr. Currier states that he is in the grain business, and to supply his customers needs regularly two car loads of corn per week; which corn he ships over the Chicago, Burlington & Quincy Railroad, from Riverton, Hillsdale, Hawthorn and Emerson. That sometimes he has to wait from ten to fifteen days for cars, and sometimes from five to twenty-five days after it is loaded before it reaches him. "That if he writes to hurry it up, the company's agents will reply that it is none of my (their) business." In proof of the general statements contained in the complaint, he sends three receipts for freight on three car loads of corn. These, the Board presume, to be among the most aggravated cases.

The first car, No. 8596, was shipped from Hawthorn to Russell, one hun-

dred and twenty-three miles. The date of the way-bill was December 5, 1882; the receipt at Russell is dated December 21st; the weight of the load, 33,400 pounds. The railway company trace the car, and show that it left Hawthorn on the 10th of December and reached Russell early in the morning of the 13th. Why, or whose fault it is, that it was not delivered to the consignor before the 21st, does not appear. Why it lay at Hawthorn after being loaded from December 5th to the 10th, is explained by the following from the weather reports of the middle division, which are: December 5th, cold and snowing; December 6th, heavy snow storm; December 7th, snowing and drifting, thermometer 12° below zero; December 8th, extremely cold; December 9th, cloudy and cold.

The second car, No. 3446, was shipped from Riverton to Frederic, one hundred and eighty miles. The date of the way-bill is January 10th; the receipt is January 27th, 1883; weight of corn, 28,200 pounds. This car reached Red Oak at 6.55 P. M. of same day, and remained there until January 14th; left on the 11.40 P. M. train and reached Creston at 12.50 P. M. of the 15th; left Creston on the evening of the 24th and reached Avery January 26th.

The weather record of the nine days the car lay at Creston is as follows: 15th, snowing; 16th, snowing; 17th, cold; 18th, heavy snow; 19th snowing and blowing, temperature, 25° below zero; 20th, 20° below; 21st, 20° below, blowing and drifting; 22d, 26° below; 23d, 15° below; 24th, calm.

The third car, No. 1084, was shipped from Riverton to Tyrone, one hundred and sixty-two miles. The date of the way-bill was February 1st; the receipt at Tyrone is dated February 13th; weight, 27,300 pounds. This car did not leave Riverton until February 7th. The report of the weather shows February 2d, snowing and blowing very hard; February 3d, snowing, blowing and sleeting; February 4th, 20° below zero; February 5th, 15° below.

The Board see no evidence of intentional delay in the cases presented, and are inclined to the opinion that there is nothing unusual under the circumstances that may not happen to local freight which was not perishable during an extremely cold and stormy winter, when the capacity of motive power is much less than at more favorable times. On certain days during this period the record shows that freight trains were abandoned.

The duty of the carrier is to receive and forward with reasonable dispatch, but this does not justify the shipper in neglecting to make provision against the contingencies of the season. We have not examined the first allegation of complainant, that he had to wait from ten to fifteen days for cars, as he gives no dates of the time of application and the time when cars were furnished. It is not our intention to require the companies to answer to charges that are not specific.

While that is the rule long since adopted, we cannot refrain from alluding to a branch of the complaint, that the answer received on application for information in regard to the status of his grain, by the agent of the company, that it was "not his business to ascertain."

The shipper has the right to know (if his goods are detained) where they

are, and why it is so. The railway company has the means, and in our judgment it is their duty to ascertain and report. While we do not wish to meddle with the complicated divisions in the management of the road, we are sure that its patrons are entitled to courtesy, and that it is the business of some one to ascertain and report within a reasonable time, and that this person should be accessible to all parties entitled to information.

Des Moines, Iowa, April 26, 1883.

GEO. L. RICH, FORT DODGE, IOWA, *Complainant*, vs. FORT DODGE & FT. RIDGELEY RAILROAD & TELEGRAPH AND MINNEAPOLIS & ST. LOUIS RAILWAY COMPANIES, *Respondents*.	*For violation of section 5, chapter 123, laws of 1876.*

Filed March 8, 1883.

To the Honorable Board of Railroad Commissioners of the State of Iowa:

The undersigned would respectfully represent that, in the year 1877, there was levied upon the taxable property of the township of Wahkonsa, Webster county, Iowa, a five per cent tax in aid of the Fort Dodge & Fort Ridgeley Railroad & Telegraph Company, a corporation organized under the laws of the State of Iowa, which said tax was levied in accordance with a vote of the electors of said township in pursuence of an election called for the said purpose in said township, in pursuance of and strictly in accordance with chapter 123 of the session laws of the State of Iowa, passed at the Sixteenth General Assembly of Iowa, A. D. 1876, and which said tax so voted was duly and legally certified by the trustees of said township under said law. That the several named persons whose names appear in Exhibit "A," hereto annexed, were taxpayers in said township for said year, and paid unto the treasurer of said county, the several amounts opposite their names, which said amounts were the proper and legitimate sums levied against their respective properties in aid of said corporation. That each and every one of said persons took receipts therefor from the treasurer of said county and afterward, on presentation of said receipts, obtained from the said treasurer, certificates therefor. That each one of said persons obtained a certificate for an amount corresponding with the sum set opposite their names in said Exhibit "A," and which said certificates, and each and every one of them, have been regularly and properly assigned and transferred to the undersigned, who now holds, owns and controls the same. That each of said certificates are in conformity with Exhibit "B," hereto annexed, and the assignment also, differing only in date, name and amount. That the said corporation has received the taxes and amounts specified in said Exhibit "A." That since the issuing of the said certificates, the same have been duly presented to J. E. Gaskell, the secretary of said corporation, and Isaac Garmoe, the treasurer of said corporation, by the undersigned, who was at the time of said presentation, and now is, the holder of the legal title thereto, for the purpose of procuring the issue of stock therefor, as provided in said law, and demanded of the officers of said corporation, and the said corporation, that they should issue their stock under and as provided by said law, in an amount or amounts sufficient to cover and take up the said certificates. That the said officers refused to comply with the said demand, and refused to recognize said certificates or to issue stock of said corporation, and still refuses so to do.

Wherefore, the undersigned solicits such relief at your hands as against said corporation as, under said law, he is entitled. Witness my hand hereto this 5th day of March, 1883.

STATE OF IOWA, }
WEBSTER COUNTY. } ss.

I, G. L. Rich, being duly sworn, depose and say that I have read the above and foregoing petition, and am acquainted with the contents, and that the allegations therein are true, as I verily believe.

[Signed] GEORGE L. RICH.

Sworn to before me, and subscribed in my presence by the said G. L. Rich, March 5th, 1883.

[NOTARIAL SEAL.] LEON VINCENT,
Notary Public.

[Here was attached a list of the above mentioned certificates, with the following certificate attached.]

The above is a list of certificates handed to me by Geo. L. Rich, for examination, etc., and have been compared by me with the records of Webster county, Iowa, and I find them all correct. The amounts stated in each certificate have been paid to the treasurer of Webster county, Iowa, for taxes assessed on real and personal property in aid of the Fort Dodge & Fort Ridgeley Railroad & Telegraph Company, and the several amounts have been paid to the treasurer of said railroad and telegraph company by the treasurer of said county. The taxes were paid to said county the day and year written on said certificates.

[Signed] JOHN W. CAMPBELL,
Treasurer of Webster county, Iowa.

Fort Dodge, January 8, 1882.

DES MOINES, IOWA, March 9, 1883.

E. RYDER, *General Superintendent Minneapolis & St. Louis Railway, Minneapolis, Minnesota:*

DEAR SIR—By a general order of the Board I submit to you the original papers in the complaint of George L. Rich, of Fort Dodge, in which he charges a violation of section 5, chapter 123, acts of the Sixteenth General Assembly, against the Fort Dodge & Fort Ridgely Railroad and Telegraph Company, and the Minneapolis & St. Louis Railway Company, with the request that you forward to the Board at an early day such answer as you may wish to make, and also return the papers in the complaint.

Respectfully,

E. G. MORGAN,
Secretary.

MINNEAPOLIS, MINN., March 21, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners State of Iowa, Des Moines:*

DEAR SIR—In the matter of the complaint of George L. Rich, Fort Dodge, Iowa, against the Ft. Dodge & Ft. Ridgely Railroad and Telegraph Company, and the Minneapolis & St. Louis Railway Company, for a violation of section 5, chapter 123, laws of the Sixteenth General Assembly of the State of Iowa, the Minneapolis & St. Louis Railway Company, answering such complaint, says:

First—That the Honorable Railroad Commissioners have no jurisdiction to entertain the subject matter of said complaint, in that the complaint does not set forth any violation of any law of the State of Iowa by the Minneapolis & St. Louis Railway Company.

Second—The complaint does not show that the Minneapolis & St. Louis Railway Company is under any obligation to issue the alleged stock claimed by George L. Rich.

Third—The claim of George L. Rich (if any he has) is against the Ft. Dodge & Ft. Ridgeley

Railroad and Telegraph Company, and not against the Minneapolis & St. Louis Railway Company. By the articles of consolidation, under which the two companies were united, the holders of stock in the Fort Dodge & Fort Ridgely Railroad and Telegraph Company are entitled to exchange the stock of that company for the common stock of the new company, but no stock was presented to the Minneapolis & St. Louis Railway Company for exchange. So far as the Fort Dodge & Fort Ridgeley Railroad and Telegraph Company is concerned, the defendant is not authorized to represent it in this proceeding, and does not represent it, but suggests that the claim of Mr. Rich against that company is invalid and unfounded: First, because a large amount of the certificates for which stock is claimed consists of interest and penalties for which he is not entitled to stock under the law. Further, the application to issue the stock matured when the tax was paid, and the tax-payer was then entitled to his certificate from the county treasurer. That was a personal obligation which rested upon the treasurer who received the taxes, and no certificate from any subsequent treasurer, issued one, two, three or four years after the payment of the tax, would form a sufficient basis upon which to issue stock. In other words, when the party paid the tax, if he then neglected to receive his certificate, and let the matter run along until the officer who received the tax died, or went out of office, he waived his right to the only certificate which could form the basis upon which to issue the stock. In addition, the certificate was not sufficient in form, for that the property upon which the tax is paid is not specified or described in the certificate. And again, it does not show that the party paying the tax was the owner of the property upon which the tax was paid.

It is suggested in behalf of the Fort Dodge & Fort Ridgeley Railroad and Telegraph Company, that the Honorable Board has no jurisdiction to entertain the complaint, for the same reasons as set up by the Minneapolis & St. Louis Railway Company.

Yours truly,

E. RYDER, *Superintendent.*

DECISION OF THE COMMISSIONERS.

Geo. L. Rich, of Fort Dodge, represents to the Commissioners that in the year 1877, there was levied upon the taxable property of Wahkonsa township, Webster county, Iowa, a tax of five per cent in aid of the Fort Dodge & Fort Ringeley Railroad and Telegraph Company, which said tax was levied in accordance with a vote of the electors of said township at an election held in pursuance of chapter 123, laws of 1876, and that said tax was duly and legally certified by the trustees of said township under the provisions of said law.

That a large number of tax-payers in said township, having paid the said tax as levied against their property, respectively became and were entitled to and did receive from the treasurer of said Webster county certificates therefor, as provided in section five of said chapter 123. That afterward, the owners of said certificates asigned, for a valuable consideration, said certificates to complainant, in accordance with the provisions of said section five, and that as such assignee of said certificates he became and was entitled to receive on presentation thereof to the proper officers of said Fort Dodge & Fort Ridgeley Railroad and Telegraph Company, stock of said company to the amount of said certificates. Complainant alleges that he presented said certificates, in such sums and in such manner as is provided by law, to the secretary and treasurer of said company, who refused to issue him shares of stock to cover the same, as required by law.

This refusal by said railroad company to issue him shares of stock for his

said certificates complainant charges to be a failure to comply with the provisions of section five, chapter 123, laws of 1876, and calls the attention of the Commissioners thereto.

The Minneapolis & St. Louis Railway Company, the lessee of the Ft. D. & Ft. R. R. R. and T. Co., answers the complaint of Mr. Rich, and denies—

1st, The jurisdiction of the Commissioners to entertain the subject matter of said complaint, on the ground that it does not set forth any violation of law by the M. & St. L. R'y Co.

2d, That the complaint does not show that the M. & St. L. R'y Co. is under any obligation to issue the stock claimed by complainant; and,

3d, That the claim of Geo. L. Rich is against the Ft. D. & Ft. R. R. R. & T. Co. and not against the M. & St. L. R'y Co. It is conceded in this connection, however, by Superintendent Ryder, who answers on behalf of the M. & St. L. R'y Co., that, "by the articles of consolidation under which the two companies were united, the holders of stock in the Ft. D. & Ft. R. R. R. & T. Co. are entitled to exchange the stock of that company for the common stock of the new company, but no stock was presented to the M. & St. L. R'y Co. for exchange."

Superintendent Ryder then excuses the original company for not issuing stock to complainant by saying that "so far as the Ft. D. & Ft. R. R. R. & T. Co. is concerned, the defendant is not authorized to represent it in this proceeding, and does not represent it, but suggests that claim of Mr. Rich against that company is invalid and unfounded; 1st, because a large amount of the certificates for which stock is claimed consists of penalties and interest, * * * * * and that the application to issue the stock matured when the tax was paid, and the tax-payer was then entitled to his certificate from the county treasurer. That was a personal obligation which rested upon the treasurer who received the taxes, and no certificate from any subsequent treasurer, issued one, two, three or four years after the payment of the taxes, would form a sufficient basis upon which to issue stock."

We will consider the points of defense in an inverse order. These suggestions, which may be fairly taken as the answer of the Ft. D. & Ft. R. R. R. & T. Co. as to why it refuses to issue stock to complainant upon his certificates, are not sufficient. Section five of said chapter 123 provides that "it shall be the duty of the county treasurer when so required, in addition to a tax receipt, to issue to each tax-payer, on his payment of taxes, * * * * a certificate showing the amount of tax paid by him in aid of said railroad company, and when the same was paid." By the same section these certificates are made assignable. These certificates are regular upon their face, and show that the tax-payer paid so many dollars taxes "voted in aid of the Ft. D. & Ft. R. R. R. & T. Co.," and state the date of said payment. It is immaterial as to the name of county treasurer who signed the certificate, as the issuance of such certificate is an official "duty of the county treasurer."

The charge of this complainant is against the Ft. D. & Ft. R. R. R. & T. Co., and consequently the question of jurisdiction raised by respondent is

not involved. Notice of the complaint was served on the M. & St. L. R'y Co., as the lessee and legal representative of the Ft. D. & Ft. R. R. R. & Tel. Co., as shown by its report to this Board for the year 1880. The answer of the Superintendent of the M. & St. L. R'y is held to be the answer of the Ft. D. & Ft. R. R. R. & T. Co. On this issue the Commissioners are clearly of the opinion that the Ft. D. & Ft. R. R. R. & T. Co. is legally bound to issue stock of its company to complainant in an amount sufficient to cover his certificates, and that a refusal of said company to do so is a failure to comply with the laws of the State.

The Commissioners therefore recommend to the Ft. D. & Ft. R. R. R. & T. Co. that it issue the stock of said company to George L. Rich, the complainant herein, in such amounts as to cover his said certificates.

Des Moines, Iowa, May 11, 1883.

FORT DODGE, IOWA, August 1, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—In accordance with the decision of your Board of Railroad Commissioners, sent by express the first day of June the $3,000 certificates to James Gaskell, Secretary Minneapolis & St. Louis Railway Company, and requested them to issue Fort Dodge & Ft. Ridgeley Railroad and Telegraph Company stock for the same. Not receiving any reply, I wrote him again on the 23d of July. I have not received the stock nor any reply to either letter.

Can your Board give me any explanation or take any action in this matter?

Yours,

GEO. L. RICH.

DES MOINES, IOWA, August 8, 1883.

W. H. TRUESDALE, ESQ., *Vice-President Minneapolis & St. Louis Railway Company, Minneapolis, Minn.*

DEAR SIR—A letter of which the following is a copy, has been received at this office.

[Here was inserted a copy of Mr. Rich's letter, as above.]

On the 11th of May, 1883, the Board of Railroad Commissioners found that under the provisions of section 5, chapter 123, laws of 1876, Mr. Rich having paid $3,000 was entitled to thirty shares of stock, of $100 each, in the Fort Dodge & Fort Ridgeley Railroad and Telegraph Company, he having returned that many certificates of the treasurer of Webster county, to said company or its assigns, of taxes paid to the company, as required by the statute above referred to.

The Commissioners wish to know whether your company will comply with the provisions of the statute and issue the stock. A positive answer is requested.

By order of the Board.

E. G. MORGAN,
Secretary

DES MOINES, September 8, 1883.

R. R. CABLE, *President Minneapolis & St. Louis Railway Company, Chicago, Illinois.*

DEAR SIR—On the 8th of August the Commissioners addressed W. H. Truesdale, Vice-President of the Minneapolis & St. Louis Railway Company, a letter, a copy of which I enclose herewith. A month having passed and Mr. Truesdale not even having as much as acknowledged the receipt of the letter, I am directed by the Commissioners to forward you a copy, and request that you give the matter your personal attention and reply to their letter of August 8th. There seems to be, on the part of the management of this road, a disposition to ignore the Commissioners and their recommendations. This is not recent, but extends back over a period of more than two years. The Board had hoped that the change of management would remedy this disposition, as it is clearly for the interest of all parties to do so.

Please ascertain whether it is the intention to comply with the provisions of the law in this case, and have the proper parties so notify the Board as soon as practicable.

By order of the Board.

E. G. MORGAN,
Secretary.

CHICAGO, Sept. 10, 1883.

E. G. MORGAN, *Secretary, etc.:*

DEAR SIR—I have yours of September 8th, inclosing copy of letter to Mr. Truesdale, Vice President Minneapolis & St. Louis Railway. I will investigate the matter and see that you have a reply at an early date.

Yours truly,

R. R. CABLE.

MINNEAPOLIS, Sept. 11, 1883.

E. G. MORGAN, *Secretary, etc.:*

DEAR SIR—Your favor of the 8th, instant, to Mr. Cable, inclosing copy of former letter written to me, has been referred to me for attention and reply. When I received your letter of August 8th, I immediately took up the matter about which it pertained, with our General Solicitor, Judge Springer, requesting him to make you reply. He is away at present, and I am somewhat surprised to know that he did not do so. I will only say that if in this or any other matter you have seen a disposition on our part to ignore your Honorable Body, I assure you you have misjudged us; such is farthest from our intention.

Judge Springer, who is very familiar with the matter of issuing stock in lieu of tax certificates in certain counties in Iowa, advises me that heretofore this matter has been done in a very informal and irregular manner, and that he feels it due our company that before we issue any more stock therefor that we go over the matter carefully and prepare a full schedule of tax certificates issued in the different counties and the capital stock issued in lieu thereof. He states to me that from his knowledge of the manner in which these various certificates have been issued in the past, there is no means of checking them to see whether duplicate tax certificates have been issued or not.

Immediately upon his return I will take the matter up and have a representative of the company go to the different counties and make the schedule referred to above, and put the thing in such shape as that we may comply with the requirements of the law, and at the

same time make ourselves safe and secure in the premises. Trusting this will be satisfactory, I remain,

Yours very respectfully,

W. H. TRUESDALE,
Vice President.

DES MOINES, IOWA, September 18, 1883.

W. H. TRUESDALE, *Vice-President Minneapolis & St. Louis Railway Company, Minneapolis, Minnesota.*

DEAR SIR—Your letter of September 11th received and contents noted. The Commissioners are pleased to learn that they were mistaken as to the disposition on the part of your company to ignore the plain requirements of the law.

The certificates were presented to Mr. J. E. Gaskell and Isaac Garmoe, Secretary and Treasurer of the Fort Dodge & Fort Ridgeley Railroad & Telegraph Company, who refused to issue the stock of the company therefor before complaint was made to this Board.

Afterward, on the 9th day of March, 1883, a list of the certificates sworn to by George L. Rich was sent Mr. E. Ryder, General Superintendent of your company, with the following certificate attached: "The above is a list of certificates handed me by George L. Rich for examination, etc., and have been compared by me with the records of Webster county, Iowa, and I find them all correct. The amount stated in each certificate has been paid to the treasurer of Webster county, Iowa, for taxes assessed on real estate and personal property in aid of the Ft. D. & Ft. R. R. R. & T. Co., and the several amounts have been paid to the treasurer of said railroad and telegraph company by the treasurer of said county. The taxes were paid to said county the day and year written on said certificates.

[Signed] JOHN W. CAMPBELL,
Treasurer Webster county, Iowa."

Fort Dodge, Iowa, January 8, 1882.

On March 21, 1883, Mr. Ryder makes very full answer. After due consideration, on May 11th the Commissioners decided the case, and closed the decision with a recommendation that the Ft. Dodge & Ft. Ridgeley Railroad & Telegraph Company issue the stock of said company to George L. Rich, the complainant herein, in such amounts as to cover his certificates. On the first day of June, Mr. Rich, under instructions of the Commissioners, sent $3,000 of certificates to James Gaskell, Secretary, and requested him to issue the stock, to which no reply was made. Again, on the 23d, he wrote and received no reply. On the 8th of August the Commissioners wrote you, and asked directly whether your company would comply with the provisions of the statute and issue the stock. They requested a positive answer, which has never been received. Will you please inform the Board whether you will issue the stock, and when. Mr. Springer, between March 21st and the present time, could have detected any irregularity in the certificates if he had given the matter attention. The Board were reluctantly led to the conclusion that the intention was to keep the matter in abeyance until all par-

ties were tired out, and escape by the statute of limitations. In this they are pleased to learn they were mistaken.

If you wish to refuse absolutely, please say so, and give Mr. Rich an opportunity to seek his remedy at law, if he so desires, and the Commissioners, as required by law, to report your refusal to comply with their recommendation to the General Assembly.

Respectfully,

E. G. MORGAN,
Secretary.

MINNEAPOLIS, MINNESOTA, September 27, 1883.

E. G. MORGAN, *Secretary, Des Moines, Iowa:*

DEAR SIR—Your favor of the 18th inst., relative to this company issuing certificates of stock in lieu of tax certificates in certain counties in Iowa, duly to hand, and contents fully noted. In reply would say that I do not know but that your criticisms on us so far, as relates to our delay in determining what we shall do in this matter, are quite just. I wish only to say in my own behalf that until your letter of August 8th was received however, the matter had not been called to my attention.

Mr. Springer tells me that he saw Mr. Rich, the gentleman who presented this matter to your Board, some weeks ago and told him that we would like to the middle or last of October to look up these matters and get them in shape; and Mr. Rich expressed himself as satisfied with that.

We this week start out a man to go through the records in the counties, and trust to soon have them in shape to decide upon what we will do. It is not our desire to shirk this question, nor even to delay it beyond an unreasonable time, but we propose to deal with it on a fair and reasonable basis.

Yours truly,

W. H. TRUESDALE,
Vice-President.

DES MOINES, IOWA, September 29, 1883.

W. H. TRUESDALE, *Vice-President Minneapolis & St. Louis Railway Company, Minneapolis, Minnesota:*

DEAR SIR.—Your letter of the 27th just received. The Commissioners are gratified at the assurance therein expressed that no unavoidable delay will prevent some conclusion being announced by your company, as to what they will do with reference to the issuing of stock, as provided in chapter 123, acts of the Sixteenth General Assembly of the State of Iowa. Mr. Rich is not the only party who is waiting for his stock. The Commissioners are desirous of doing their duty in this matter—nothing more; and although this is not always pleasant, they do not therefore shrink from it.

The tax was voted in the year 1877, and mainly paid in 1878, since which time the company have had the use of the avails of it. It does not seem that the Board, when they ask your company in 1883 whether you will issue the stock (which was one of the considerations for voting the tax), is making any unseemly haste, or that a disposition to "deal with the case on a fair and reasonable basis," should be ruffled by their insisting upon some

answer in a given time. Please notify this office as soon as your determination is reached.

By order of the Board.

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, November 9, 1883.

W. H. TRUESDALE, *Vice-President Minneapolis & St. Louis Railway Company, Minneapolis, Minnesota:*

DEAR SIR.—The Board of Railroad Commissioners are in receipt of letters from parties holding tax certificates, issued on behalf of the Fort Dodge & Fort Ridgely Railroad & Telegraph Company, asking when they can present them to the company and have their stock issued.

In your letter of 27th September to the Board, you wrote that "we would like to the middle or last of October to look up these matters and get them in shape. * * * * We trust to soon have them in shape to decide upon what we will do." It is now the 9th of November, and the Board has not yet learned what decision has been reached by your company. Will you please inform them at your earliest convenience?

By order of the Board.

E. G. MORGAN,
Secretary.

DES MOINES, November 21, 1883.

W. H. TRUESDALE, *Vice-President Minneapolis & St. Louis Railway Company, Minneapolis, Minn.*

DEAR SIR—On the 29th of September the Railroad Commissioners wrote asking when they might expect your answer whether you would issue the stock to parties entitled to it under the provisions of chapter 123, acts of the Sixteenth General Assembly. On the 9th of November they again wrote you that parties were very anxious to hear when they could present their certificates to the company and have their stock issued. To both of these letters they asked an early reply. As yet they have received none. Please inform them when they may expect an answer. The seeming effort to escape the obligations of the contract, indicated by the course you are pursuing, is making a bad state of feeling and may, in the coming legislature, work injury to others than yourselves.

Please give this matter immediate attention and advise.

Respectfully,

E. G. MORGAN,
Secretary.

MINNEAPOLIS, November 23, 1883.

E. G. MORGAN, *Secretary, etc.:*

Replying to your favor of the 9th inst., relative to the matter of issuing stock of the Fort Dodge & Fort Ridgely Railroad and Telegraph Company in lieu of certain tax certificates held by different parties, would say: that upon investigation of the matter we find that part of these certificates are in the hands of parties who have an unquestionable right to the stock of the above named road in lieu thereof, and to such parties we are ready at any time to issue such certificates of stock upon receipt of their tax certificates. There are certain other tax certificates in the hands of parties whose right to the stock is open to great doubts. This we find to be the case on an examination of the records which we have made. Any such tax certificates sent to us we will return to the parties sending them, stating the grounds on which we decline to issue the stock certificates. Trusting this will be satisfactory,

I remain, very respectfully yours,

W. H. TRUESDALE,
Vice-President M. & St. L. R'y Co.

CITIZENS OF NORTHWOOD AND WORTH COUNTY, IOWA, vs. IOWA CENTRAL RAILWAY COMPANY. } *Petition for Rehearing.*

Filed March 8, 1883.

MARSHALLTOWN, IOWA, March 7, 1883.

To the Honorable Board of Railroad Commissioners:

GENTLEMEN—We beg leave to ask that the enclosed motion for rehearing be filed, and the cause set down as requested. We sincerely believe that new light may be thrown upon the question involved, if an oral hearing be granted. And we hope, in view of our own great press of work, that three or four weeks at least may be given us for preparation; and that the convenience of the other side may also be consulted as to time.

Respectfully,

J. H. BLAIR.

Before the Honorable Board of Railroad Commissioners of the State of Iowa:

In the matter of the complaint of Eckhart & Williams, and others, on behalf of the people of Northwood and Worth county, against the Central Iowa Railway Company.

To the Honorable Board of Railroad Commissioners:

The respondent, the Central Iowa Railway Company, now comes and moves that this cause be set down for rehearing, and that the respective parties be granted the right to be heard in oral argument.

H. E. J. BOARDMAN,
J. H. BLAIR, and
A. C. DALEY,
Attorneys for Respondent.

DES MOINES, IOWA, May 2, 1883.

J. H. BLAIR, *Attorney Central Iowa Railway Company, Marshalltown, Iowa:*

DEAR SIR—The vacancy upon the Commission having been filled, the question of hearing you on your motion for rehearing heretofore filed, has been considered, and our conclusion is to hear your oral argument according to your request at the earliest possible day you may name. It is hoped that in view of the fact that you asked but one month's time in the first instance

and that nearly two months have already elapsed, that you will name as early a day as possible. You will please notify this office of the date satisfactory to you, and also the attorneys of the adverse party. The Commissioners reserve the right to revise the time.

By order of the Board.

E. G. MORGAN,
Secretary.

To this Mr. Blair replied on May 3d that his time was so taken up with other work that it would be impossible for him to argue the case before the Board until some time in July.

DES MOINES, IOWA, May 4, 1883.

J. H. BLAIR, ESQ., *Attorney Central Iowa Railway, Marshalltown, Iowa:*

DEAR SIR—Your favor of the 3d received and contents noted. The Commissioners, as at present advised, have no disposition to review their decision in the Northwood case. They however regard it as one of the most important that has been before them, and as it is in some respects without precedent, they felt willing to hear anything further you might have to offer. They have no pride of opinion, and are ready to recede from their position provided the logic of the case, the law, or the decisions of courts that are authoritative lead to such conclusion. As you cannot prepare and make the oral argument in less than three months they would prefer a written argument, which you will have no difficulty in making, having the printed copy of the decision before you. For this they are willing to afford you a reasonable time.

Very respectfully,

E. G. MORGAN,
Secretary.

NORTHWOOD, IOWA, May 7, 1883.

To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—We desire to commence action against the Central Iowa Railway Company at an early date unless they show signs of obeying your request. Therefore we should be pleased to receive your decision on rehearing as soon as convenient.

Very respectfully yours,

GEO. F. WATTSON,
Chairman of Committee.

DES MOINES, IOWA, May 11, 1883.

GEO. F. WATTSON, ESQ., *Chairman of Committee, Northwood, Iowa:*

DEAR SIR—In reply to yours of the seventh, the Board instruct me to say that they are waiting for an answer from the Central Iowa Railway Company, and as soon as that is received they will take the matter up at once.

Very respectfully,

E. G. MORGAN,
Secretary.

On the twenty-fifth of May the Board wrote Mr. Blair asking him if he designed to reargue the Northwood case, and he replied that he thought he would be ready to submit what he had to offer in writing before July fourth.

MARSHALLTOWN, IOWA, July 2, 1883.

To the Honorable, the Railroad Commissioners of Iowa:

GENTLEMEN—We regret exceedingly to have to announce that the time of all in our office has been so occupied since it was announced by us that before the fourth of July we would endeavor to submit in writing an argument upon rehearing of the Northwood case, that it will be impossible for us to have the argument ready at that time. We hope to be able during the week beginning July 8th, to have time to give you our views, however.

Very respectfully,

J. H. BLAIR.

On the fourteenth the following argument was received:

CITIZENS OF NORTHWOOD AND WORTH COUNTY, Complainants,
vs.
THE CENTRAL IOWA RAILWAY COMPANY, Respondents.
} Abandonment of road.

Argument of respondent upon rehearing.

To the Honorable Board of Railroad Commissioners of the State of Iowa:

In presenting what we shall say at this rehearing, we start with the statement in the opinion of the Commissioners, found on page 472 of their report for 1882, that "the voluntary lease made by respondent is the only one (question) with which we have to deal," for this is exactly the question.

On the same page the Commissioners propound three questions:

1. Was the Central Railroad Company of Iowa legally bound by its charter articles and statutory obligations to operate its road as constructed?

2. Is the Central Iowa Railway Company, the respondent, likewise liable to operate the road?

3. If so liable, can respondent lease or alienate any portion of its road or property necessary to the discharge of its corporate obligations.

The first of the three questions as it reads, without any limit or qualification, may be answered, No! it is not legally bound to operate its road, if it be meant by the question to inquire whether the company was bound to keep possession without lease or sale, and operate it by itself and its own officers, agent and employes.

And the same answer may be given to the second of these questions.

The third question begs a conclusion which we do not allow. The words "necessary to the discharge of its corporate obligations," leads to the inquiry, what are its corporate obligations, and when this is answered the case is closed. This question, as a whole, as much as concludes the case against the respondent, for it asks, "Can respondent lease or alienate any portion of its road or property which it is bound not to lease, but is bound to keep in order that it may discharge its corporate obligations?" In other words, it says that the respondent cannot discharge its corporate obligations if it shall lease or alienate any portion of its road or property. No one can read this question without seeing that the Commissioners have closed the case against the respondent by the very terms of the question itself. But the Commissioners evidently did not so intend. If we turn to the Code of Iowa, from which all Iowa corporations get their power, we shall see what powers they have.

And while section 1058 impliedly says that persons associated and incorporated may have all the powers and privileges possessed by natural persons, paragraph 6, of section 1059, expressly says, that among the powers of a body corporate, is the power "to make contracts, acquire and transfer property, possessing the same powers in such respects as private indi-

viduals now enjoy" which is to say, the powers in such respects as private individuals now enjoy with respect to their own private property.

Now, most folks would think that, in connection with section 1300 of the Code, viz: "SEC. 1300. Any such corporation may sell or lease its railway property and franchises to, or may make joint running arrangements with, any corporation owning or operating any connecting railway, and the corporation operating the railway of another, shall, in all respects, be liable in the same manner and extent as though such railway belonged to it, subject to the laws of this State." This settled the controversy in our favor. We think so.

In this connection we copy the seventh paragraph of the lease, viz: "VII. Should the second party fail to pay all taxes upon said leased premises within three months after due, or should said party fail for thirty days to keep the property in reasonable repair, and operate the same, or should said party fail for thirty days to pay, in full, the prescribed rent, then, at any time thereafter, at the option of first party, it may declare this lease void thenceforward, and at an end—may take immediate possession, and collect arrears and damages for failure of second party.

Turning again to paragraph 6, of section 1659, let us inquire what powers a private individual, and consequently under this section, a corporation does enjoy over his and its own property, including the right to "acquire and transfer."

What is property? Take a railroad: It is property because the corporation or private person owning it has *dominion* over it, legitimate dominion. You separate that dominion without transferring that dominion to somebody else, and it ceases to be property; it is a thing only, having no relation to anything else, except in the natural order that the iron rails and ties are things that may have relation to the material out of which it is made. It is impossible to conceive of the idea of *property*, without you conceive in the same moment of time, and inseparable from it, the idea of some being (person or corporation) we recognize as existing in this world (either natural or artificial) which has *dominion* over it. That is all there is in property.

Now, this railroad was our property, and we are as unlimited in our dominion over it as a private person is unlimited over any private property he has possession of and owns. We have done nothing with it nor attempted to do anything with it which the Code does not permit, unless we have some lesser dominion over it than a private person has over his own private property.

The Commissioners have quoted from Chancellor Zabriskie, in the case of *Black vs. The D. & R. Canal Company*, 22 N. J. (Equity), 130, and we shall content ourselves by calling the attention of the Commissioners to the full report of that case, as it bears us out fully in the position we have taken. The case is very lengthy, beginning on page 130 and ending on page 430—three hundred pages.

The opinion of the Chancellor begins on page 393, and we beg to ask the Commissioners, and all of them, to read the whole case. It is full of meat and marrow.

But the Commissioners seem to be "strict constructionists," and although the Code, section 1059, says that a body corporate may "make contracts, acquire and transfer property, possessing the same powers in such respects as private individuals now enjoy," and section 1300 says "such corporation may sell or lease its railway property and franchise to * * any corporation owning or operating any connecting railway." * * * * Yet they say that while these sections give us the power to sell or lease the whole of our road, they do empower us to lease a part of it.

Mr. Chief Justice Marshall, in giving the opinion of the United States Supreme Court, in the year 1824, in the celebrated case of *Gibbons vs. Ogden*, 9 Wheaton, 1, which involved an interpretation of a provision of the Constitution, uses language applicable, in our judgment, to the interpretation of these sections 1059 and 1300. He says, speaking of the Constitution:

"This instrument contains an enumeration of powers expressly granted by the people to their government. It has been said that these powers ought to construed strictly. But why ought they to be so construed? Is there one sentence in the constitution which gives countenance to this rule? * * * Nor is there one sentence in the constitution which has been pointed out * * * or which we have been able to discern that prescribes this

rule. We do not therefore think ourselves justified in adopting it. What do gentlemen mean by a strict construction? If they contend only against that enlarged construction which would extend words beyond their natural and obvious import, we might question the application of the term, but should not controvert the principle. If they contend for that narrow construction, which, in support of some theory not to be found in the constitution, would deny to the government those powers which the words of the grant as usually understood, import, and which are consistent with the general views and objects of the instrument; for that narrow construction which would cripple the government and render it unequal to the objects for which it is declared to be instituted and to which the powers given, as fairly understood, render it competent, then we cannot perceive the propriety of this strict construction, nor adopt it as the rule by which the constitution is to be expounded. As men whose intentions require no concealment, generally employ the words which most directly and aptly express the ideas they intend to convey, the enlightened patriots who framed our constitution, and the people who adopted it, must be understood to have employed words in their natural sense, and to have intended what they have said. If, from the imperfection of human language, there should be serious doubts respecting the extent of any given power, it is a well settled rule that the objects for which it was given, especially when those objects are expressed in the instrument itself should have great influence in the construction. We know of no reason for excluding this rule from the present case." (See pp. 187 and 188 of the opinion in the case, 9 Wheat).

And we know of no reason for excluding this rule from the interpretation of section 1059, paragraph 6, of the Code of Iowa; nor from the interpretation of section 1300.

We think the Commissioners have put too narrow a construction upon these sections, not intended nor contemplated by the legislature and one which the common sense of men generally and the courts will not sustain nor justify.

We most respectfully, therefore, ask the Commissioners to review and reconsider their advise in this behalf and place themselves upon the record as in accord with the letter as well as the true spirit and intent of the law in the premises.

Respectfully,

J. H. BLAIR,
Attorney for the Railway

DES MOINES, IOWA, July 25, 1883.

J. H. BLAIR, ESQ., *Attorney Central Iowa Railway Company, Marshalltown, Iowa.*

DEAR SIR—Having had your petition and argement for a rehearing in the case of the "Citizens of Northwood against the Central Iowa Railway Company" under consideration, the Board see no reason for changing or modifying their former decision. The rehearing is therefore denied, and the former decision adhered to.

By order of the Board.

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, July 25, 1883.

GEO. F. WATTSON, *Northwood, Iowa.*

DEAR SIR—In the matter of the Central Iowa Railway Company against the Citizens of Northwood, et. al., on a motion for rehearing, at a full meeting of the Board held to-day at their office in Des Moines, "the rehearing was denied and the former decision adhered to."

By order of the Board.

E. G. MORGAN,
Secretary.

GRONEWEG & SCHOENTGEN, COUNCIL BLUFFS, IOWA, *Complainants*,
vs.
KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS RAILROAD COMPANY, *Respondent*.
} *Overcharges.*

Filed March 23, 1883.

COUNCIL BLUFFS, IOWA, March 21, 1883.

Board Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—In the case of Groneweg & Schoentgen against the Kansas City, St. Joseph & Council Bluffs Railroad Company, in which we claimed that said railroad does not abide by the Granger Freight Tariff, on a distance of fifty miles, Council Bluffs to Hamburg, but charges such rates as they deem fit, the Commission ruled that we were right and ordered the railroad company to refund the overcharge to consignee, J. J. Hoeppner, which the company did, as we understand.

A few days ago we made another shipment, and here is the old thing again and the same old unjust rates. Now, gentlemen, it is impossible to ship goods over that road unless said railroad company does like the other companies of the same class, and charges legal rates.

We inclose the receipted expense bill, and it shows again an overcharge of $2.95 on one bill and $1.10 on the other, making a total overcharge of $4.05. If the Board has any power to remedy this great wrong, we would be pleased to hear from you.

Very respectfully,

GRONEWEG & SCHOENTGEN.

The following freight bills were inclosed:

HAMBURG, IOWA, March 15, 1883.

J. J. HOEPPNER, To K. C., ST. J. & C. B. R. R., DR.:

Date of way bill, March 5. No. 185. No. car, 804.

Two barrels of coal oil; weight, 800 pounds	$ 2.15
Total	$ 2.15

HAMBURG, IOWA, March 13, 1883.

J. J. HOEPPNER, To K. C., ST. J. & C. B. R. R., DR.:

Date of way bill, March 13, No. 143. No. car, 1,022, K. C.

Three butts of tobacco, one case coffee, seven cases canned goods, one case baking powder, one box codfish, one case starch, one box essence coffee; weight 680 pounds; rate, 27 cents per 100 pounds	$ 1.83
Two dozen W. bbls., one box scales, one box clothes pins, three boxes raisins, one sack prunes; weight, 300 pounds, at 32 cents	.96
One barrel sugar, five boxes soap, two barrels salt, two cl. rope; weight, 1,400 pounds, at 23 cents	3.22
One box noodles, one dozen B. baskets, one half dozen barrel covers, one R'k W. bowls, two and one half dozen pails, three R'ks B. plates, two dozen M baskets; weight, 305 pounds, at 36 cents	1.22
Two boxes merchandise; weight, 85 pounds, at 72 cents	.60
One half dozen churns, one half dozen churn handles, weight, 36 pounds, at 36 cents	.13
Total	$ 7.96

This complaint was sent J. F. Barnard, Superintendent Kansas City, St. Joseph & Council Bluffs Railroad, who replied as follows:

ST. JOSEPH, MO., March 26, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I beg to acknowledge receipt of your letter of the twenty-third instant, with enclosures, which latter I return herewith.

With regard to the suggestion made that in former case referred to you by the same parties, the Board recommend that this company should refund what was considered by them an overcharge, to Mr. J. J. Hoffner, of Hamburg, Messrs. Groneweg & Schonentgen understand that this company did so. The fact was that we offered Mr. Hoffner the money, which he declined to receive, saying he had no claim or complaint against the Kansas City, St. Joe & Council Bluffs Railroad Company. Considering the fact that the consignee, who has to pay the charges, has made no complaint, and has declined to receive money, as before intimated, in a similar case, we submit that Messrs. Groneweg & Schoentgen have no ground of complaint whatever. If the party in Hamburg can buy of them in Council Bluffs, and is content with the rates, why should not the party selling the goods be content too?

If our charges are not reasonable, they should be made so, and upon the fact being pointed out, this company will do what is right in the matter, but who is to determine what is reasonable, the consignee in this case, who has to pay the freight charges, or the shipper, who has not?

As I advised you in a former case, the business of this road has never yet yielded sufficient returns to pay any dividend to the stockholders, and up to the year 1882 was borrowing money to pay a small portion of the interest on its bonds. The year 1882 enabled the company to pay back the borrowed money, and have some surplus above operating expenses, all of which surplus was expended in improving the road, and not a cent went to the stockholders. Moreover, a full proportion of this was expended on that portion of the road in Iowa, and a large amount was put in near Hamburg in putting in an iron bridge over a slough there, and raising the track on rock, which protects the people of Hamburg from damages by overflow of the Nishna river high water.

Last autumn I submitted to yourself and General Wilson, a memoranda showing large amount of money expended by this company in resisting the encroachments of the Missouri river, and recovering from the effects of the flood of 1881.

Taking all the circumstances into account, the question is, are our charges reasonable, or are they not? The local traffic on this road between points in Iowa is, and always has been, very light. The towns in the Missouri bottoms, with the exception of Hamburg, which stretches to the bluffs, have hardly, if at all, increased in size for years past, nor are they likely to increase, owing to their location. Under such circumstances, is it reasonable that this company should carry freight in small amounts with the same initial and terminal expenses, at same rates as other roads carry it, who are not subject to the same conditions, whose towns are growing, and business is very much larger, and who are surrounded by more favorable circumstances. Such roads can hardly be taken, we think, as a standard in our case.

The larger consignment in this case, as shown by the expense bills, is composed of a large number of small items of various classifications, and upon which the chances of loss and damage are much greater than in the same tonnage of heavier goods of one class; the terminal expenses of handling and of clerical work, are much greater in such case than they would be for the same amount of tonnage of one kind and class of freight.

I know not what special reason Messrs. Groneweg & Schoentgen have to make these complaints, they being the only party who has lodged such. I think their action unjustifiable, but respectfully submit that we are willing to abide by the judgment of your Board in this case. If there were reason to believe that this company could, by reduction of rates between local stations, thereby increase its net earnings, I should be most happy to make such reduction.

The capital stock of this company at the present time, after various reductions in amount by consolidations, and putting of second mortgages, afterward converted into income bonds, into stock, stands at $5,284,656.71; upon which, as I have before said, no dividend has ever yet been paid, and the money has been a good many years in the road. All the company's net money, over and above that necessary to meet interest on its first mortgage bonds, has been put into steel rails, iron bridges, rolling stock, power, etc., from which the public have derived greater benefit than this company. The company will hope, by getting its road into better condition in all respects and with increased business, eventually to pay some dividends to its stockholders; in the meantime, however, the only benefit it derives is a closer approximation to economical operation year by year, the public receiving the advantages of a better and safer road and increased facilities for travel or movement of merchandise.

I respectfully submit that Messrs. Groneweg & Schoentgen have not, in the opinion of this company, been charged unreasonable rates, and offer as support of the opinion the facts that the consignee declined to receive any rebate on a former occasion which we offered him, in accordance with the expressed views of your Board.

Yours truly,

J. F. BARNARD.
Generol Superintendent.

DES MOINES, IOWA, March 29, 1883.

C. E. PERKINS, *President Chicago, Burlington & Quincy Railroad Company, Burlington, Iowa:*

DEAR SIR—I hand you herewith the original papers in the complaint of Messrs. Groeneweg & Schoentgen, of Council Bluffs, and the reply of Mr. Barnard, Superintendent, thereto. Technically these gentlemen have no ground for complaint in this case, as they do not pay the charges. The question, however, for the Board to determine is, are the charges for this fifty miles transportation reasonable; if so, why should they be so much higher than other roads?

As you intimated your company had an interest in this road, when you called at the office after the adjustment of the former case, the Board direct me to send you these papers for examination and any elaboration you may choose to give the case.

Very respectfully,

E. G. MORGAN,
Secretary.

BURLINGTON, IOWA, May 5, 1883.

MR. E. G. MORGAN, *Secretary Railroad Commission, Des Moines, Iowa:*

DEAR SIR—I returned from the East, where I have been for some six weeks, yesterday, finding here yours of March 29th, with enclosures, as stated. This morning I have yours of May 4th, calling my attention to that of the 29th, for all of which I thank you. As I represent a large interest in the Kansas City, St. Joseph & Council Bluffs road, I am very glad to have an opportunity to be heard. It seems to me that, as the complaint in this case is not by the party who, if any one, has been injured, it might be thrown out on that ground. Mr. Barnard, in his communication of March 26th, states that when he offered to return the money, under a former decision of the Board in a similar case, the party at Hamburg declined to receive it. I should hope, therefore, that the Commission would return the complaint to Messrs. Groenweg & Schoentgen, and decline to act upon it. If, however, the Commission shall decide not to take this course, but to consider the case on its merits, I shall

advise Mr. Barnard to make a more extended statement of his views, as regards the reasonableness of the charge made.

The question of what constitutes a reasonable charge for transportation by rail is one to which, I think, no general answer can be given; each particular case must stand by itself. A reasonable rate would seem to be a rate for which good reasons can be given. The Kansas City, St. Joseph & Council Bluffs Railroad Company, as Mr. Barnard shows, has never been able to earn anything for its stockholders, and not always enough to pay the interest on its debts. I do not say, and I do not think, that this fact, of itself, constitutes any argument for or against the reasonableness of the charge made in the case under discussion. All it amounts to is, to show, in a general way, that the owners of the property are certainly not receiving any unreasonable return upon their investment; so that we may eliminate entirely from the discussion one feature of the railroad question, to which some persons attach importance, although I myself do not.

If the rates charged in this instance were unreasonable, it must be shown, not by a comparison with rates charged by other roads, or under other circumstances and conditions, but by proving that they interfere with the transaction of a commerce which it is for the interest of the public to have carried on. The purchaser of these goods, to whom they were shipped from Council Bluffs, has the choice of several markets; he may buy in Chicago, or in Burlington, or in St. Joseph, or Kansas City, or St. Louis, or Council Bluffs. He makes no complaint; he is, apparently, satisfied with the charges that are made. It is to be supposed that he is able to conduct his business in a manner satisfactory to himself, and to compete fairly with those in the same business who are similarly situated. But, even if the complaint had come from the consignee, and he should assert that the rates charged between Council Bluffs and Hamburg are higher in proportion than the rates charged between Kansas City, or St. Joseph, or Chicago, and Hamburg, I should, nevertheless, still say that that is no evidence that the charge made is an unreasonable one. It might even be shown that if the rate between Council Bluffs and Hamburg were considerably reduced, there would be an increase of business; but it is not at all probable that the total business of Hamburg would be thereby increased; and any increase between Council Bluffs and that point would mean, probably, a decrease somewhere else, perhaps in the amount of business from Kansas City or St. Joseph. The business of Hamburg is limited; it supplies a surrounding region small in extent; and no reduction in rates would materially increase the amount of business done, while the revenues of the company would be directly affected. These revenues would not only be affected, as regards the business of Hamburg, but, inasmuch as all the other towns on the line of that road would ask for similar reductions, and would, I suppose, get them if Hamburg did, it is easy to see that the income of the company would be very seriously affected. At all events, this is the view which is taken by those who own the property; and they would not be willing to make a general reduction of rates, on the theory that they would more than make it up by an increase of business, unless those who think that such a course would be a wise one would be willing to guarantee that it should not result disastrously to the company.

As Hamburg is a competing point, it might be argued that rates between Council Bluffs and that place could be properly enough reduced without affecting the rates to local stations on the line of the Council Bluffs road thus bringing in business to that company, to the loss of its competitor, the line between Hamburg and Chicago. But it is necessary in considering this argument, to remember that the Kansas City, St. Joseph & Council Bluffs road is largely dependent on this same competitor for a direct eastern outlet and inlet, which is frequently of great benefit to it, and that, to make war on the competitor for the sake of a little increase in Hamburg business, if such would result, disturbing thereby all of the relations existing between the two, would not be a wise or a profitable policy, on the whole.

This case is important, not only because the revenues of the company may be affected by the decision, but also because it raises the question, whether there is any general measure for determining the reasonableness of railroad charges, in particular instances. The cost, in any particular case, cannot, obviously, be taken as a basis; nor does the average cost on any particular railroad constitute a basis. Average cost all over the country undoubtedly exercises a great influence in the determination of rates; but we are all familiar with a good

many railroad which have never been able to obtain what it cost them for the transportation of freight and passengers, meaning, by "cost", the actual cost of operation and maintenance, and a moderate rate of interest upon the investment.

If what I have said in this letter, and what Mr. Barnard has said, and the fact that this complaint is not made by the party who, if any one, has suffered, are not sufficient to justify the Commission in throwing the case out, or in deciding it in favor of the railroad company; I hope you will give Mr. Barnard an opportunity to be heard orally; and if my engagements will permit me to do, I should try also to be present; because I am very anxious, if possible, to have the Commission lay down such a rule on this question of the reasonableness of transportation charges, as will stand the test of time, and increasing intelligence upon this subject.

The enclosures received with yours of March 29th, are herewith returned.

Yours truly,

C. E. PERKINS.

The replies of Messrs. Barnard and Perkins were sent Messrs. Groneweg & Schoentgen, who answered as follows:

COUNCIL BLUFFS, IOWA, July 18, 1883.

E. G. MORGAN, ESQ., *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Your letter of May 11, 1883, with enclosure as stated, has been duly received. We have read very carefully, the letters of President Perkins and Superintendent Barnard.

We now propose to answer the objections that they have made, to our complaint, in the order in which they have been made; and first, with reference to the charge that we are not the party who properly should make this complaint. We instituted this proceeding:

1st. In order to protect the rights of our customers, because an interference with their rights, by unjust and illegal freight taxation, directly, and immediately affects our business.

2d. In this case, we were directly authorized by Mr. J. J. Hoeppner, to make and support this complaint; and in support of this position, we refer to letter of Mr. Hoeppner herein inclosed.

3rd. We are deeply, and peculiarly interested in the prosecution of this complaint, because we here charge, and are able to prove, that the Kansas City, St. Joseph & Council Bluffs Railroad Company has, and does discriminate against the jobbers in the city of Council Bluffs, and to the advantage and in favor of the jobbers, in the cities of St. Joseph and Kansas City, Missouri. The jobbers in the two latter named cities, receive from this company, the advantage of lower rates for shipments from their respective places and covering twice the distance, from Council Bluffs to the same points.

We do not propose, nor is it necessary, to enter into a discussion with the president of this road, as to what is a reasonable charge for the transportation of freight. We rest our case upon the ground that this company charge more than the rate fixed and allowed by law. The wisdom, or the policy of this law is not now in question; nor sir, do we base our case upon the ground that the charges made in this case were unreasonable as compared with the charges made by other roads, under similar circumstances and conditions. The principal ground upon which Mr. Perkins desires to relieve his company from the charge of an unreasonable tax for the transportation of freight is, that this company has never been able to earn anything for its stockholders; and Superintendent Barnard in his letter to the secretary, recites fully, the peculiar and uncomfortable difficulties, which this road has experienced, and the money which has been expended by the company, in repairs made necessary by floods, and the encroachments of the Missouri river. We do not think this to be a defense. The mere inability upon the part of a railroad company to transport freight for the tax allowed by law, is no excuse for its violation; nor does the argument made by Mr. Perkins, that a reduction of the tariff would not increase the business of the company and a reduction would "disastrously" affect it, apply, and we will dismiss what he says in this regard with the

statement that we deplore the fact that after this company has constructed its line, it cannot now so operate it as to carry freight for the tariff fixed by law.

It is claimed by Mr. Perkins that if a reduction is made on the tariff to Hamburg, it would establish a precedent for a demand upon the part of other towns along the line of the road, and if a reduction is made to Hamburg, it could in justice be asked for the other points, and if this general reduction was made again, the income of this company would be seriously affected. If this company has asked for the transportation of freight, a greater tariff than that allowed by law, it has violated the law. Now, how can it with consistency be urged as a defense, that if it complied with the law, its revenues would be seriously affected. If it cannot transport freight for the amount allowed by law, then it should shut off its steam and should not be permitted to carry on its business upon a revenue derived from an excessive, illegal taxation.

There is nothing, either in Mr. Perkins' or Mr. Barnard's letter, outside of the arguments to which we have called your attention in this letter. The burden of their complaint is, that if we reduce the tariff our revenues would be "seriously" and "disastrously" affected. We submit that they have assigned no other reason for the violation of this law. They have not attempted to deny but what they have charged more than the tariff allowed by law, but upon the other hand impliedly admit it. Mr. Barnard in his letter says that he thinks that the charge made by us is unjustifiable, and especially so in the face or the fact that the consignee declined to receive any rebate on a former occasion which the company offered him. In answer to this we desire to say that when the company offered to refund the amount excessively collected, Mr. Hoeppner expected a refund for overcharges on all shipments to him, and which the agent of the company refused to make, and in support of this position we enclose a letter received from Mr. Hoeppner, dated at Hamburg, Iowa, on May 25, 1883.

As we have hereinbefore said, we find nothing in the letters of Mr. Perkins or Mr. Barnard answering the charges we have made, except what we have herein referred to, and until some other argument is made by the representatives of this company in support of their position of the right to charge this unreasonable rate, we have nothing more to say, and we hope that the Commission will adhere to the opinion, or decision, they filed upon the nineteenth of June, 1882, and found in their report of 1882, upon page 533.

We return herewith all the papers received, enclosed in your letter of May 11th.

Respectfully,

GRONEWEG & SCHOENTGEN.

HAMBURG, IOWA, May 25, 1883.

MESSRS. GRONEWEG & SCHOENTGEN, *Council Bluffs, Iowa:*

GENTLEMEN—In answer to your inquiry why I refused the money refunded by the Kansas City, St. Jo. & Council Bluffs Railroad, I desire to say that I did so because they offered only the overcharge money on one single shipment, while I expected the overcharge on all former shipments made by you to me. I never told the agent of the company that I had no claim against the company; and, while I did not make the claim personally, I authorized you to act for me to have the company refund the overcharges on all former bills, as well as to procure for us reasonable and more just and legal freight rates in the future, as the result would prove beneficial to both you and me. I trust that you will not drop the matter now, but continue in the work you have commenced for us.

Very respectfully,

J. J. HOEPPNER.

ST. JOSEPH, July 25, 1883.

E. G. MORGAN, *Des Moines:*

Please postpone Groneweg & Schoentgen case, as it is impossible for any of us to be there. Will be glad to arrange for meeting Board in thirty days or so.

J. F. BARNARD.

DES MOINES, IOWA, July 27, 1883.

J. F. BARNARD, *General Superintendent Kansas City, St. Jo. & Council Bluffs Railroad, St. Joseph, Missouri:*

DEAR SIR—Your letter of the 26th received and contents noted. I am instructed by the Commissioners to say that your proposition to meet them at Des Moines in September, to take into consideration the matter complained of by Messrs. Groneweg & Schoentgen, meets their approval. The day and date to be fixed hereafter by you, subject to change by the Board.

Very respectfully,

E. G. MORGAN,
Secretary.

BOSTON, August 8, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines:*

DEAR SIR—Your letter of July 20th has been forwarded to me here by Mr. Howland, with the other papers in the Groneweg & Schoentgen case.

I have read carefully the letter of that firm addressed to yourself, dated July 13th. Messrs. Groneweg & Schoentgen seem to dwell on what they assume to be a fact, namely: that the rates charged by the Kansas City, St. Joseph & Council Bluffs Railroad Company are in violation of some statute. But there is no such statute, and the question, as I understand it, which is submitted to the Railroad Commissioners is, are the rates charged by the K. C., St. J. & C. B. Co. for the transportation of merchandise between Council Bluffs and Hamburg reasonable rates?

Messrs. Groneweg & Schoentgen say in their letter of July 13th: "We do not propose, nor is it necessary, to enter into a discussion with the President of this road as to what is a reasonable charge for the transportation of freight. We rest our case on the ground that this company charge more than the rate fixed and allowed by law. The wisdom or the policy of this law is not now in question: nor, sir, do we base our case upon the ground that the charges made in this case are unreasonable, as compared with the charges made by other roads under similar circumstances and conditions." In other words, they do not dispute the reasonableness of the charge made by the railroad company.

They say, referring to Mr. Barnard's statement that the road has never been able to earn anything for the stockholders of the company, "We do not think this to be a defense. The mere inability on the part of a railroad company to transport freight for the tax allowed by law is no excuse for its violation." And again: "We deplore the fact that after this company has constructed its line it cannot now so operate it as to carry freight for the tariff fixed by law." This may seem somewhat inconsiderate of others as coming from one who is asking the greatest consideration for himself, but it admits practically all that the railroad company has claimed.

It seems to me hardly necessary to trouble you and the Railroad Commissioners with any further argument in this matter, and I am willing to submit the case on what has been said on both sides, unless it should be the wish of the Commission to hear further argument, orally or otherwise.

A volume might be written on the question, what is the measure of reasonableness in fixing railroad charges? But the Commissioners have doubtless had occasion to go over that ground many times, and they doubtless understand it better than I do.

Yours truly,

C. E. PERKINS.

COUNCIL BLUFFS, IOWA, Sept. 10, 1883.

E. G. MORGAN, *Sec'y, etc.:*

DEAR SIR—We desire herewith to dismiss our claim against the Kansas City, St. Joseph & Council Bluffs Railroad. You will be kind enough to inform all parties connected and interested in the case.

Very respectfully,

GRONEWEG & SCHOENTGEN.

T. E. MALDEN ET AL., MANSON, IOWA, *Complainants*, vs. ILLINOIS CENTRAL RAILROAD COMPANY, *Respondent*. } *Discrimination in lumber rates.*

Filed April 9, 1883.

MANSON, IOWA, March 30, 1883.

Honorable Board Railroad Commissioners:

GENTLEMEN—The Illinois Central Railroad Company has again raised the rate on lumber from Dubuque to this point, and as a large proportion of our trade to this point comes from the east of us on the road to Fort Dodge, and the I. C. R. R. Co. are giving lumber dealers a rate from Dubuque to Fort Dodge of ten cents per hundred, whereas our rates at present are fifteen and five-tenths cents per hundred, which enables the Fort Dodge dealers to undersell us at this point, in consequence of the rates being much lower at Fort Dodge than to Manson. The rate to Fort Dodge is lower to lumber dealers in consequence of the opposition of the Minneapolis & St. Louis Railway at that point. As a result of the great difference in rates, a large portion of the trade, which is legitimate territory to this point now goes to Fort Dodge, and we, the undersigned, dealers of Manson petition your Honorable Board to compel the Illinois Central Railroad Company to give us a rate from Dubuque to Manson that will enable us to compete with Fort Dodge dealers. As it now stands, we are at great loss financially by the unequal rate.

T. E. MALDEN,
WHITLEY & JACKSON.

This complaint was investigated by Commissioner Coffin, who visited Manson and Fort Dodge for that purpose. The matter was referred to J. F. Tucker, Traffic Manager Illinois Central Railroad, who replied as follows:

CHICAGO, April 18, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commission:*

DEAR SIR—Your favor of the 11th inst. to our President, with enclosure of complaint about rates to Manson, has been referred to me. The advance in rates complained of is three-tenths cents per hundred pounds, equivalent to sixty cents per car of twenty thousand pounds. In making the new tariff we continued the old rates, but dropped the small fractions, making the car load rates less in some cases and a little more in others. Our rate from Dubuque to Manson, two hundred and ten miles, is fifteen and one half cents per hundred. This is the Commissioners' rate for the Chicago & Northwestern Railway, the Chicago, Burlington & Quincy Railroad, and other lines, having four times the volume of business that we have. Therefore we think it is very reasonable. As to the Fort Dodge rates we are, and have been for some time, making a ten cent rate by rebate. The Minneapolis & St. Louis Railway have taken the ground that Minneapolis and Dubuque rates shall be the same, and published a fourteen cent rate, the same as ours from Dubuque. This we considered not fair to Dubuque or the State of Iowa, and we did not propose to let it go by default. We asked

them to make a differential rate in accordance with the prices of lumber at both places, but they refused. At Waterloo and Cedar Falls we are allowed a difference, and we trust to have a meeting shortly with those parties, and advance the Fort Dodge rates. Manson is twenty miles from Fort Dodge. I do not think they suffer any unreasonable competition whatever from the lower rate to Fort Dodge. I will have our traveling freight agent look into this matter and see how this is, but we will be forced to advance the rates from Dubuque to Fort Dodge if our action in this case is not approved, in which event Dubuque and the State will be the chief sufferers; for it will be impossible for us to defend our junctions if we are called upon to make these sweeping reductions at other points.

I would most respectfully request that the information herein, which we are very glad to furnish the Commission, is not made public, as it only enables our neighbors to again beat us.

We are interested in the State of Iowa, while those other lines, from their situation, have their interests elsewhere.

I trust our views will meet the Commissioners' approval.

Yours truly,

J. F. TUCKER, *Traffic Manager.*

DECISION OF THE COMMISSIONERS.

Messrs. T. E. Malden and Whitley & Jackson, lumber dealers of Manson, complain that the rate on lumber from Dubuque to Fort Dodge is ten cents per hundred pounds, while that from Dubuque to Manson is fifteen and five tenths cents per hundred pounds. These towns are stations on the Illinois Central Railroad, Fort Dodge 192 miles and Manson 210 miles west of Dubuque.

As the Board understands, the complainants do not charge that the rate rate from Dubuque to Manson is excessive, but that the rate from Dubuque to Fort Dodge is so low that it diverts a large part of the business of Manson, especially that from the east, to Fort Dodge to the injury of the business of Manson, the difference on a car load of 30,000 pounds being $16.00. They ask the Board to recommend to the I. C. R. R. Co. a rate on lumber from Dubuque to Manson that will enable them to compete with Fort Dodge.

Mr. J. F. Tucker, Traffic Manager of the I. C. R. R., to whom the complaint was submitted, says in reply, that the rate from Dubuque to Manson on lumber is the same as charged on class A roads by the tariff adopted by the General Assembly of 1874. The rate from Dubuque to Fort Dodge is fourteen cents per hundred pounds, but they have latterly been giving a ten cent rate by rebate. The Minneapolis & St. Louis Railway having given from Minneapolis a fourteen cent rate, the same as from Dubuque, his company was obliged to make a rate that would equalize the prices of lumber between Dubuque and Minneapolis or abandon the point—Fort Dodge—as a market for their lumber. This he considers unfair to the Dubuque lumber manufacturers, that his company will be unable to defend the manufacturers on his line if a lowering of rates at competing points compels the same relative reduction at all points on the road.

In the case of the Rand Lumber Company vs. the Chicago, Burlington & Quincy Railroad Company (Fifth Annual Report of Commissioners, page 550) the Board held that railroad companies could properly encourage man-

ufacturing on their lines by rates that enable competition with points in other States; that "to a great extent a railroad company must protect the business on its lines in competition with like business conducted on rival lines, under more favorable circumstances, or it loses that particular business; that the Railroad Commission do not think it their duty to interfere to destroy business so helped by a railroad company at its expense for the purpose of adding that business to another locality."

In the case of Lighthall vs. the I. C. R. R. Co. (Fifth Annual Report of Commissioners, page 564) the Board held "that the true theory of transportation requires that producers should be accommodated at the nearest station, and not be required to travel long distances to do business at a competing point; that the rates to stations near competing points should so sympathize with the rates at competing points as to retain home business to merchant and farmer and railroad."

The Commissioners have made a limited examination of the facts covering the relative situation and business of the two points, and are unable to find that the reduced rate at Fort Dodge has materially affected the lumber or other business of Manson. They are pleased to learn that the I. C. R. R. Co. has voluntarily reduced its rate on lumber to Manson to fourteen cents per hundred pounds, and trust that this will be satisfactory. In that case it will be unnecessary for them to take any further action.

Des Moines, Iowa, May 9, 1883.

ILLINOIS CENTRAL RAILROAD COMPANY.

Motion for rehearing in Swezey & Borman case.

Filed April 9, 1883.

CHICAGO, March 30, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners:*

DEAR SIR—I have yours of the 3d inst., as to switching charge at Fort Dodge. I would respectfully ask a rehearing, believing that the Commissioners have misunderstood the matter. Evidently a rate—switching or otherwise—should not be made per car, but per one hundred pounds, as the former is an indefinite quantity. Enclosed are papers that prove that we charge the same to the gypsum mill as on the lumber, and I trust the Commissioners will agree with us.

Yours truly,

J. F. TUCKER.

CHICAGO, March 27, 1882.

A. D. HALLOCK, *Agent Ft. Dodge, Iowa:*

DEAR SIR—Referring to the enclosed complaint, made by Swezey & Borman, Newell, Iowa, as to switching charges at Fort Dodge on lumber coming from the Minneapolis & St. Louis Railway, our records show that the same switching charge is exacted on this business as to and from the gypsum mill—three dollars per car of twenty thousand pounds. Is this not as you understand it, and are not your charges made accordingly, one and one-half cents per one hundred, actual weight, minimum twenty thousand pounds, both on switching from the Minneapolis & St. Louis Railway, and to and from the gypsum mill?

Yours truly,

H. L. SHUTE,
G. F. A.

FORT DODGE, IOWA, March 28, 1883.

H. L. SHUTE, ESQ., *General Freight Agent, Chicago:*

DEAR SIR—Your letter fully explains my understanding, and I have been making switch charges accordingly, both from gypsum mill and Minneapolis & St. Louis Railway.

Yours truly,

A. D. HALLOCK, *Agent.*

Receipt of Mr. Tucker's letter was acknowledged by the Board, and he was assured that the matter would have attention at an early date. He was finally answered as follows:

DES MOINES, IOWA, May 4, 1883.

J. F. TUCKER, ESQ., *Traffic Manager Ill. Cent. R. R., Chicago:*

DEAR SIR—Your letter of March 30, with letters of H. L. Shute and A. D. Hallock, agent at Fort Dodge, have been considered. While the Commissioners are ready to admit the correctness of your proposition, that the one hundred pounds rather than the car load should be the unit for determining charges on freight, they cannot divest themselves of the conviction that $3.00 per car is largely more than a reasonable rate for the switching required for this transfer.

With a view of protecting your road in its lumber interests from the competition of a rival line, they have sanctioned what they believed, independent of such consideration, to be more than a just compensation for the service rendered, in addition to the high local rate. They think this should be satisfactory. If, however, you insist on the one hundred pounds as the standard, they would suggest seventy-five one hundredths (75-100) cents as about a fair rate on full car load lots.

By order of the Board.

E. G. MORGAN,
Secretary.

W. S. RICHIE, MUSCATINE, IOWA, *Complainant,*
VS.
UNION PACIFIC RAILWAY COMPANY, *Respondent.* } *Over charges.*

Filed April 9, 1883.

MUSCATINE, IOWA, April 3, 1883.

Railroad Commissioners:

GENTLEMEN—Enclosed we hand you expense bills and railroad receipts for one car potatoes and onions, shipped from this place to Salina, Kansas. The Union Pacific road has robbed me, virtually put their hands into my pockets and stolen my money, because they had my property in their possession. I enclose you another receipt, where they charge me only twenty-two cents per one hundred pounds to the same point; but because there was a few onions in this car, which are charged on all other roads the same as potatoes, they charge me forty-one cents on these. Is there no remedy?

Yours truly,

W. S. RICHIE.

DES MOINES, IOWA, April 5, 1883.

W. S. RICHIE, ESQ., *Muscatine, Iowa:*

DEAR SIR—I return the bills of the Union Pacific Railway for carrying your potatoes and onions from Kansas City to Salina. It seems to the Board that great injustice has been done you, but as the State of Iowa has no jurisdiction over the Union Pacific, it being a foreign corporation, and the entire wrong complained of being outside the limits of the State, the Commissioners know of no way that they can be of service to you.

Respectfully,

E. G. MORGAN,
Secretary.

D. W. TOWNSEND, LE MARS, IOWA, *Complainant,*
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, *Respondent.*
} *Failure to furnish cars.*

Filed April 5, 1883.

LE MARS, IOWA, March 31, 1883.

Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I am doing business at Le Mars and also at Remsen, ten miles east of here on the Illinois Central Railroad, and find some complications in shipping. I sometimes find it to my interest to ship lumber from the north over the St. Paul and Omaha line, and sometimes my coal rates for hard coal are better from the north. But the Central folks are bound that I shall ship from the east, regardless of what I can buy for, and went so far at one time as to notify their agent at Le Mars not to receive cars from the St. Paul Company destined to Remsen. Some things cannot be got from the east at a price that the consumer can afford to pay, and they are obliged to pass through Remsen and go ten miles farther to do their trading. Yet by allowing the Central their regular rates from here to Remsen the goods can be got there to the satisfaction of the company. Now the query is, cannot the Illinois Central folks be compelled to accept and transport these cars on reasonable time? Again, I purchase grain and live stock at Remsen, a business that no one could handle successfully, for the reason that the northern or Minneapolis grain market was so much better than the east that Le Mars could pay much more than Remsen that people would be obliged, and did, haul all their produce to Le Mars. But I have procured from the Minneapolis grain markets and the St. Paul & Omaha Railroad rates on grain that would allow me to pay people around Remsen such prices that they were satisfied. So far, all right; but when I call for a car to ship my grain, the railroad company refuse to let their cars go off their line for that purpose. Then I called for a St. Paul & Omaha car, which I have learned is ready for me as soon as the Illinois Central orders it. But they have not ordered it, and I am quite well satisfied do not intend to order one, but have telegraphed me to ship east and they will make it all right To make it all right means to haul for nominally nothing, as I have a special offer for my grain at this time.

The vital question is, can they not be compelled to furnish me a car, either their own or one from the line that I wish to ship over, within a reasonable length of time, and is it any of their business where I ship my grain to? One word more in explanation: I have paid to the Illinois Central folks some fifty thousand dollars in the past two years for freight into Le

Mars and Remsen. While their rates are low enough considering the number of miles they have to haul, yet the road runs in the wrong direction for either lumber or wheat, or even corn, in this part of Iowa.

To ship all of my lumber over their line to Remsen means to tax the consumers from two to four dollars per thousand, and to ship grain east would again tax them four to six cents per bushel. The Central folks know this, but claim the right to handle the grain and take it east against the protest of everyone. I went with this to Hon. I. S. Struble, and he referred me to you. An early reply will be considered a great favor.

Yours truly,

D. W. TOWNSEND.

DES MOINES, IOWA, April 5, 1883.

D. W. TOWNSEND, ESQ., *Le Mars, Iowa:*

DEAR SIR.—Your letter of March 31st received and contents noted. If we understand your complaint, it is that the Illinois Central Railroad Company refuse to furnish you cars at Remsen station to load for Minneapolis, and points on the Chicago, St. Paul, Minneapolis & Omaha Railway, and that they refuse to haul the cars of the C.. St. P. & M. & O. road, loaded with lumber or hard coal, tendered them by you at Le Mars for Remsen, or to haul the empty cars from Le Mars to Remsen to be loaded with grain for Minneapolis and other points on the Omaha road. Also that when hauled, the Illinois Central Company subjects the cars to such unreasonable delay that it practically amounts to a refusal to allow produce to go that way.

The Board has decided these questions as follows:

No railroad company can be compelled to furnish cars to be loaded at points on their line, to be shipped over another road; or, in other words, is compelled to furnish cars for the business of a rival route. The Board also decided that the cars of all transportation companies or persons shall be received and hauled by any railway in this State, where connection exists, to be loaded and returned, or received loaded and returned empty, the company receiving and hauling being entitled to their full local rates on such haulages. If this should cover your case, your proper course is to tender I. C. R. R. Co., at some siding accessible, and on which they have the right to run, cars for the transportation of your grain, noting the number of cars and date; also, if taken, the length of time delayed, should it be unreasonable. If refused or delayed, so state to this Board, verifying the facts by affidavit. Any attempt to deprive you of your rights by unreasonable delay will be regarded as a refusal. The Board will then call the attention of the company to the subject.

I send you a copy of the advanced sheets of our report for 1880. The Lilburn case, pages 77 to 108, covers nearly the same ground as your case.

By order of the Board.

E. G. MORGAN,
Secretary.

No reply having been received from complainant, the case was dismissed.

L. GOODSELL, FERGUS FALLS, MINN., *Complainant*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY, *Respondent*.
} *Overcharge on passenger fare.*

Filed April 12, 1883.

FERGUS FALLS, MINN., April 6, 1883.

State Railroad Commissioners of Iowa:

GENTLEMEN—On Saturday, March 31st, I boarded the Burlington, Cedar Rapids & Northern train at Nora Junction (due there at about 1 :30 P. M., from the west,) for Waterloo, and on account of the burning (the day before) of the depot at Nora Junction, I was unable to purchase a ticket, and the conductor charged me $2.80. At Waterloo I ascertained that the regular fare was only $1.80. He charged the next man $2.70 for the same trip.

Yours truly,

L. GOODSELL.

This letter was acknowledged and sent to C. J. Ives, General Superintendent of the Burlington, Cedar Rapids & Northern Railway. He answered as follows:

CEDAR RAPIDS, IOWA, April 30, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Yours of April 12th, inclosing complaint of L. Goodsell, Fergus Falls, Minn., which is herewith returned, was received this morning. Where it has been these last eighteen days I do not know. I think there must be certainly some mistake in regard to this matter. I should suppose from Mr. Goodsell's letter that the train he would naturally have taken would have been our No. 2, on which that date our Mr. E. Hollan was conductor. Mr. Hollan has been with us ever since the road started, and is of unimpeachable character. His report hows a number of collections from Nora Junction, but none to Waterloo.

I have written Mr. Goodsell for any further particulars he may be able to give, in order to be certain that his complaint is correct, and shall endeavor to investigate to the fullest extent the whole matter.

Yours truly,

C. J. IVES,
General Superintendent.

DES MOINES, June 9, 1883.

L. GOODSELL, *Fergus Falls, Minn.:*

DEAR SIR—In the matter of your complaint against the Burlington, Cedar Rapids & Northern Railway Company, Mr. Ives, the Superintendent, writes me that he has written you in relation to the matter, and cannot hear from you. Please reply to him, so the Commissioners can close up the case.

Respectfully,

E. G. MORGAN,
Secretary.

FERGUS FALLS, MINN., June 12.

State Railroad Commissioners of Iowa:

GENTLEMEN—Yours of the 9th at hand, and in reply would say I received the letter from C. J. Ives, General Superintendent, of date April 30th, and replied to it May 4th or 5th. I failed to preserve a copy of it, but I will try to recall the circumstances, and answer him this day.

Yours,

L. GOODSELL.

CEDAR RAPIDS, IOWA, June 19, 1883.

E. HOLLAN, *Conductor:*

DEAR SIR—I inclose letter from Mr. Goodsell, of Fergus Falls, about the matter of fare of which I spoke to you. I would be pleased to receive such explanations as I can furnish the Commissioners in regard to this matter.

Yours truly, C. J. IVES,
General Superintendent.

MR. C. J. IVES:

If I did collect the fares as this man states, it was a mistake on my part, and am willing to pay the money back. I collected one fare from Nora Junction to Waterloo and one to Cedar Falls.

E. HOLLAN.

CEDAR RAPIDS, IOWA, June 22, 1883.

MR. E. G. MORGAN, *Secretary Railroad Commission, Des Moines, Iowa:*

DEAR SIR—In reply to various communications in regard to complaint of L. Goodsell, Fergus Falls, Minn., I inclose my letter to our conductor Mr. E. Hollan, and his reply, also his book showing fares collected on that trip. The one reading from thirty-eight to twenty-nine, fare $1.80, is, I suppose, the one referred to. I feel bound to accept his explanation, as he has been on the road a long time, and is one of our most trusted employes. He must abide, however, by your decision in this matter.

Yours truly,

C. J. IVES,
General Superintendent.

DES MOINES, IOWA, July 19, 1883.

L. GOODSELL, *Fergus Falls, Minn.:*

DEAR SIR—In the matter of your complaint made to the Railroad Commissioners of Iowa, April 6, 1883, against the Burlington, Cedar Rapids & Northern Railway Company for taking from you one dollar more than the regular fare from Nora Junction to Waterloo. The Board would like to have you make affidavit before some proper officer to the fact. They would like to have you state somewhat specifically what conversation, if any, you had with the conductor in regard to the amount of fare. Who was the "next man" of whom you say "he (the conductor) took $2.70," and why it was you "learned at Waterloo the fare was only $1.80." Please state to the best of your recollection the amount of money you handed the conductor and the amount of change you received back.

By order of the Board,

E. G. MORGAN,
Secretary.

FERGUS FALLS, MINNESOTA, August 1, 1883.

E. G. MORGAN, *Des Moines, Iowa:*

SIR—In reply to yours of the 19th instant, I do make the following affidavit against Burlington, Cedar Rapids & Northern Railway Company for taking one dollar more than regular fare from Nora Junction to Waterloo. First. Conversation with conductor was, what is the fare from Nora Junction to Waterloo? His answer was (after a moment's hesitation) $2.80. I gave him a $5.00 gold piece and he gave me back two silver dollars and two ten cent pieces. I had no further conversation with him. Second. The next man from whom conductor took $2.70 was a stranger, and I am unable to give his name. I saw him board the train at Nora Junction, and heard him state that he wanted to pay to Waterloo. Conductor said the fare was $2.70. Third. The reason of my learning (at Waterloo) the amount of fare between the stations named above, was: First. The *action* of the conductor when I asked him what the fare was. Second. After arrival at Waterloo, in talking with my brother, I learned that distance was sixty miles, and legal fare was three cents per mile, so when I was purchasing ticket for Minneapolis, I asked ticket agent what the fare was to Nora Junction; his reply was, $1.80. I then mentioned that the conductor of the train I arrived on had charged me $2.80. Agent replied he probably knocked down the difference.

[Signed] L. GOODSELL.

Subscribed and sworn to before me this first day of August, 1883.

JOHN P. WILLIAMS,
[L. S.] Judge of Probate, Otter Tail county, Minnesota.

DES MOINES, IOWA, August 8, 1883.

C. J. IVES, *General Superintendent Burlington, Cedar Rapids & Northern Railway, Cedar Rapids, Iowa:*

DEAR SIR—Herewith please find copy of affidavit sent this office by Mr. L. Goodsell, in support of his claim against your company. I am instructed to say that the Board is of the opinion, from the evidence as presented, that Mr. Goodsell is entitled to the return of the dollar he avers he paid the conductor of your train in excess of the regular fare. When the case is closed, please notify this office and oblige

Very respectfully,

E. G. MORGAN, *Secretary.*

CEDAR RAPIDS, IOWA, September 10, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR- In reply to yours of September 8th, in regard to the Goodsell case, would say that the matter has been settled with Mr. Goodsell, and we hold his receipt (just received) in full for all claims against the Burlington, Cedar Rapids & Northern Railway.

Yours truly,

C. J. IVES,
General Superintendent.

November 3d a copy of Mr. Ives' letter was sent Mr. Goodsell, to which he replied as follows:

FERGUS FALLS, MINN., November 5, 1883.

E. G. MORGAN, *Secretary:*

DEAR SIR—The dollar was received. Please accept thanks.

L. GOODSELL.

BULLA & HAMMER, MACEDONIA IOWA, *Complainants*,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent*.
} *Damages.*

Filed April 25, 1883.

MACEDONIA, IOWA, April 23, 1883.

To his excellency, Governor Sherman, Des Moines, Iowa:

SIR—We would call the attention of the Railroad Commission to the gross negligence of the Chicago, Milwaukee & St. Paul Railway at Council Bluffs, Iowa, in neglecting to deliver freight to connecting lines.

Messrs. Gardner, Batchelder & Wells, of Lyons, this State, shipped car No. 18294, C., M. & St. P. R'y, to us on February 19, 1883, *via* Council Bluffs. It was just thirty days in transit. We could learn nothing about it, except that it was in Council Bluffs several days. No explanation was given for the delay, although we wrote their agent there. The same firm shipped us car No. 80170, C., M. & St. P. R'y, on March 29th. This we never heard from until the 15th of this month, when the writer was in Council Bluffs. I was informed by a Milwaukee man that the car had been sent over to the Chicago, Burlington & Quincy Railroad, on the fifth of this month, and that the car had been returned on the sixth. By his answer I was led to believe that the trouble was with the C., B. & Q. R. R., consequently on Monday morning I went to the C., B. & Q. R. R. office, where I was informed that the car had been sent to their yard and had been returned to the Milwaukee folks, together with an extra car to transfer it into. This was ten days after they had the car. As my train was then due to leave, I came home and wrote the freight agent of the Milwaukee to know what was the matter and the reason it was not transferred and delivered to the C., B. & Q. R. R. Co., and as yet we do not receive the car nor a reply from their agent at Council Bluffs. This is becoming monotonous to us, besides, we need the goods, and expected them in, days ago. We are out of certain kinds, and both customers and mechanics waiting for material. This has been no small detriment to us.

Yours most respectfully,

BULLA & HAMMER.

DES MOINES, IOWA, April 25, 1883.

Respectfully referred to the Board of Railroad Commissioners with request that the charges made be enquired into.

B. R. SHERMAN.

DES MOINES, IOWA, April 25, 1883.

To his Excellency, BUREN R. SHERMAN, *Governor, Capitol:*

I am instructed by the Board of Railroad Commissioners to acknowledge the receipt of your communication of this date transmitting to them the complaint of Messrs. Bulla & Hammer, of Macedonia, Iowa, vs. the C. M. & St. P. Ry. Co., and to assure you that the matter will have immediate attention.

I have the honor to be,

Very respectfully, your obedient servant,

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, April 25, 1883.

S. S. MERRILL, *General Manager C., M. & St. P. Ry. Co., Milwaukee, Wis.:*

DEAR SIR—The annexed complaint of Mesrs. Bulla & Hammer, of Macedonia, Iowa, against your company, to his Excellency, the Governor, is respectfully referred to you with the request that you have the two cars of freight complained of traced and the cause of delay, if any, shown, and inform the Board, at your earliest convenience, if the facts, as stated by complainants, as to the delay while in transit over your road, are true.

By order of the Board,

E. G. MORGAN,
Secretary.

MACEDONIA, IOWA, May 2, 1883.

Messrs. Railroad Commissioners, Des Moines, Iowa:

SIRS—On the 20th of April we made complaint to the Governor of the negligence of the Chicago, Milwaukee & St. Paul Railway Company, in delivering freight to the Chicago, Burlington & Quincy Railroad, at Council Bluffs. His reply of 24th to hand, stating he had referred the matter to your Board. As yet we do not hear from the car nor the agent there, nor your Board. Now, sir, we feel damaged considerable in this matter and should like to have the matter adjusted as soon as possible. What process, if any, to recover damages through your court, does a shipper have to take with the railroad company.

Yours most respectfully,

BULLA & HAMMER.

DES MOINES, IOWA, May 3, 1883.

MESSRS. BULLA & HAMMER, *Macedonia, Iowa:*

GENTLEMEN—Your favor of the 2d just at hand. Your complaint against the Chicago, Milwaukee & St. Paul Railway Company, for detention of lumber at Council Bluffs, was received from his Excellency, the Governor, on the 25th ult., and at once acknowledged to the Governor, and we understood from him that he had written you, and it was not necessary for me to acknowledge the receipt.

Your complaint was at once forwarded to the General Manager of the C., M. & St. P. Ry., and as soon as his answer is returned you will be notified. No formal method is required in bringing to the attention of this Board any grievance which you may have against any railroad company. All that is necessary is to state your case in writing and furnish the proof.

Very respectfully,

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, May 30, 1883.

S. S. MERRILL, *General Manager C, M & St. P. Ry., Co., Milwaukee, Wis.:*

DEAR SIR—The complaint of Messrs. Bulla & Hammer, Macedonia, Iowa, sent you April 25th, has not been returned to this office. The Board would be pleased to hear from you at your earliest convenience.

Very respectfully,

E. G. MORGAN,
Secretary.

MILWAUKEE, May 31, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners State of Iowa, Des Moines:*

DEAR SIR—Replying to your favor of the 30th, as to complaint of Bulla & Hammer, an earlier report has been prevented by investigation to ascertain the facts; we find that the delays complained of occurred through the inefficiency of our agent at Council Bluffs, who was relieved before your complaint arrived, and we think there will be no further cause for complaint.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

DES MOINES, IOWA, June 8, 1883.

MESSRS. BULLA & HAMMER, *Macedonia, Iowa:*

GENTLEMEN—In the matter of your complaint against the C., M. & St. P. Ry. Co., the General Manager, under date of May 31st, writes as follows:

"An earlier report has been prevented by investigation to ascertain the facts; we find that the delays complained of occurred through the inefficiency of our agent at Council Bluffs, who was relieved before your complaint arrived, and we think there will be no further cause for similar complaints."

I am instructed by the Board to ask you if the foregoing explanation of the General Manager is satisfactory to you.

Very respectfully,

E. G. MORGAN,
Secretary.

MACEDONIA, IOWA, June 11, 1883

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

SIR—Yours of June 8th, to hand, and contents noted. Sir, the explanation of General Manager of the Chicago, Milwaukee & St. Paul Railway Company, is not satisfactory, nor will it suffice. This is the second offense and they did not answer our inquiries in regard to the case. We wrote twice to the Council Bluffs office and once to the Milwaukee office, and neither one replied, and further the lumber was all sidings, flooring, finish and mouldings This laid out in the rains and weather until the greater portion was moldy and all very wet. Now we have sent them our claim of $50.00 damage for delays, and $50.00 damages to goods. This will satisfy us, and nothing shorter. Private parties are held responsible for the errors and incapacity of their employes and why not railroad companies, when they are paid full rates on shipment.

Yours respectfully,

BULLA & HAMMER.

DES MOINES, IOWA, June 14, 1883.

ROSWELL MILLER, *Assistant to the General Manager Chicago, Milwaukee & St. Paul Railway, Milwaukee, Wis.:*

DEAR SIR—After receiving your letter last week, in explanation of the delay of the lumber in controversy, I wrote the complainants to know if it was satisfactory. Their reply I enclose, and am instructed by the Board to ask you to investigate it, and report to them at an early day the amount of

damage sustained by the lumber and mouldings "laying out in the rain," with such other information as their letter may call for.

Very respectfully,

E. G. MORGAN,
Secretary.

MILWAUKEE, June 15, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners Des Moines Iowa:*

DEAR SIR—Replying to yours o the 14th instant, relative to claim of Bulla & Hammer, o Macedonia, for damage, etc. I have referred the matter to our claim department for attention.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

MILWAUKEE, June 25, 1883.

Railroad Commissioners of Iowa, Des Moines Iowa:

GENTLEMEN—Messrs. Bulla & Hammer, of Macedonia. Iowa, some time ago made a claim on this company through you for $100.00 damages to shipment of two cars of lumber. delayed in transit. We have to-day made a voucher in favor of these parties for the amount above stated, and have given such orders to our employes as we think will prevent a recurrence of such delays. Hoping that this will be satisfactory to the Board of Commissioners, I beg to remain

Yours, very truly,

A. C. BIRD,
General Freight Agent.

The matters complained of were not under our control.

DES MOINES, IOWA, June 28, 1883.

MESSRS. BULLA & HAMMER, *Macedonia, Iowa:*

GENTLEMEN—The Commissioners are in receipt of a letter from A. C. Bird, General Freight Agent of the Chicago, Milwaukee & St. Paul Railway, in which he says: "We have to-day made a voucher in favor of these parties for the amount claimed, and have given such orders to our employes as we think will prevent a recurrence of such delays." Does this settle your claim against that company, and shall the case be dismissed?

By order of the Board.

E. G. MORGAN,
Secretary.

MACEDONIA, IOWA, June 29, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

SIR—Yours of June 28th to hand and contents noted. If the voucher referred to of the Chicago, Milwaukee & St. Paul Railway Company, is for one hundred dollars, that being the amount claimed, this will satisfy us, and with that understanding we will allow the case to be closed.

Yours respectfully,

BULLA & HAMMER.

MACEDONIA, IOWA, July 13, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

SIR—On June 28th you wrote us that the Chicago, Milwaukee & St. Paul General Freight Agent had drawn a voucher in our favor for the full amount of our claim, and asked if we would withdraw the case. We consented to the withdrawal with that understanding; but as yet we do not receive the voucher, or any funds of any kind. We either want the money or the case reopened.

Respectfully,

BULLA & HAMMER.

DES MOINES, IOWA, July 17, 1883.

MR. A. C. BIRD, *General Freight Agent, Chicago, Milwaukee & St Paul Railway Company,, Milwaukee, Wisconsin:*

DEAR SIR—Referring to your letter of June 25th to this office, relating to the claim of Messrs. Bulla & Hammer, Macedonia, Iowa, I beg leave to say that complainants are getting very anxious for their money, and would thank you to see if voucher has been sent them.

Yours respectfully,

E. G. MORGAN,
Secretary.

DES MOINES, IOWA July 17, 1883.

MESSRS. BULLA & HAMMER, *Macedonia, Iowa:*

GENTLEMEN—Yours of the 13th at hand. Your case has not been closed yet, nor will it be until the matter is satisfactorily settled. I have again written the general manager of the company asking why the voucher is not sent you. Advise me when you hear from them.

Respectfully,

E. G. MORGAN,
Secretary.

MILWAUKEE, WIS., July 20. 1883.

E. G. MORGAN, *Secretary:*

DEAR SIR—Your esteemed favor in regard to claim of Bulla & Hammer at hand and contents noted. I have referred all papers in the above claim to E. J. Swords, General Freight Agent Kansas City, St. Jo. & Council Bluffs Railroad Company, for investigation, as the delay is clearly located on that line. I have requested return of papers, and hope to bring this matter to a satisfactory settlement as soon as possible.

Yours respectfully,

R. G. BUTLER,
Freight Claim Agent.

DES MOINES, IOWA, July 25, 1883.

S. S. MERRILL, *General Manager Chicago, Milwaukee & St. Paul Railway Company, Milwaukee, Wis.:*

DEAR SIR—On the 25th of June last, Mr. A. C. Bird, General Freight Agent of your road, wrote the Board of Railroad Commissioners as follows: "*Gentlemen*—Messrs. Bulla & Hammer, of Macedonia, Iowa, some time ago made a claim on this company, through you, for $100 damages to shipment

of two cars lumber, delayed in transit. We have to-day made a voucher in favor of these parties for the amount above stated, and have given such orders to our employes as we think will prevent a recurrence of such delays. Hoping this will be satisfactory to the Board of Commissioners, I beg to remain,

"Yours very truly,

[Signed] "A. C. BIRD,

"*General Freight Agent.*"

"P. S. The matters complained of were not under our control."

On the 17th of July the Board wrote Mr. Bird, General Freight Agent, asking him "why the voucher above mentioned had not been sent, as complainant was anxious to have the case closed."

To this letter Mr. R. G. Butler, Freight Claim Agent, writes under date of July 25th: "Your esteemed favor in regard to claim of Bulla & Hammer at hand and contents noted. I have referred all papers in the above claim to E. J. Swords, General Freight Agent Kansas City, St. Jo. & Council Bluffs Company for investigation, as the delay is clearly located on that line. I have requested return of papers, and hope to bring this matter to a satisfactory settlement as soon as possible.

"Yours, respectfully,

"R. G. BUTLER."

Under date of May 31st, Mr. Roswell Miller, replying to a communication from the Board, says: "As to complaint of Bulla & Hammer, an earlier report has been prevented by investigation to ascertain the facts. We find that the delays complained of occurred through the inefficiency of our agent at Council Bluffs, who was relieved before your complaint arrived, and we think there will be no further cause for similar complaints."

From the letter of Mr. Butler it would seem that Mr. Bird and Mr. Miller were at fault in their understanding of the case, as he has gone to the K. C., St. J. & C. B. R. R. Co., looking for lumber diverted by your company to the Chicago, Burlington & Quincy Railroad Company at Council Bluffs.

This matter was referred to you April 25th, and justice to the complainant demands that it should be closed, and the Commissioners desire that you attend to the matter at once.

By order of the Board.

E. G. MORGAN,
Secretary.

MILWAUKEE, August 2, 1883.

E. G. MORGAN, ESQ., *Sec'y Railway Commissioners, Des Moines, Iowa:*

DEAR SIR—Replying to your favor of the 25th ult., relative to complaint of Bulla & Hammer, I have directed that a settlement, to cover the amount of actual damage, be made with Messrs. Bulla & Hammer. Mr. Bird misunderstood the instructions, and gave orders that a voucher be made for the full amount claimed. If the parties were damaged to the full

amount claimed, they will be paid that amount; but it is proper that we should first be satisfied that they were so damaged. Mr. Butler's communication to you in regard to the matter was improper and unauthorized.]

Yours truly,

ROSWELL MILLER,
Assistant to the Manager.

MACEDONIA, IOWA, August 21, 1883.

MR. E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

The Milwaukee folks have paid the $100 in full, and we withdraw the suit, they paying expenses of same, if any.

Respectfully,

BULLA & HAMMER.

HENRY WEBB, KEW, RINGGOLD COUNTY, IOWA, *Complainant,*
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent.*
} *Overcharges on freight.*

Filed April 28, 1883.

KEW, IOWA, April 26, 1883.

Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I am a farmer by occupation, and having sold my farm in Jefferson county and bought land in Ringgold county, Iowa, in February last I applied to the agent of the Chicago, Burlington & Quincy Railroad at Glendale for two emigrant cars, in which to move my household goods, farm machinery, and live stock to Kew, on the Humeston & Shenandoah Railroad, in Ringgold county, Iowa. I shipped my live stock, goods, etc., on February 28, 1883, from Glendale to Kew, acting under instructions from the general freight agent at Burlington. He charged me forty-nine dollars per car, or ninety-eight dollars for the two cars. The agent offered to let me have two cars to Afton, on the Chicago, Burlington & Quincy road, for thirty-two dollars per car. I submit that the above charge of forty-nine dollars ($49) per car from Glendale to Kew is extortionate and unjust, and I respectfully request the Board of Commissioners to investigate this matter and afford me the necessary relief.

HENRY WEBB.

Subscribed and sworn to before me by the said Henry Webb, this 26th day of April, 1883.
[L. S.]

C. B. MORRIS,
Notary Public.

Receipt of the above complaint was acknowledged, and a copy was sent to T, J. Potter, General Manager Chicago, Burlington & Quincy Railroad, who replied as follows:

CHICAGO, May 12, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Answering yours of April 28th, enclosing the complaint of Henry Webb, that he was charged exorbitant rates on two cars of emigrant outfit from Glendale to Kew, Iowa, I would say that Mr. Webb's shipments were from Glendale, Iowa, a point on the Chicago, Burlington & Quincy Railroad, to Kew, Iowa, a point on the Humeston & Shenandoah Railroad, the two lines intersecting at Humeston. To Humeston was as far as our company could carry the goods, and we charged Mr. Webb for that service, according to our published Iowa distance tariff, one hundred and six miles, thirty dollars per car. For the convenience of

shippers on our line, the general manager of the Humeston & Shenandoah Railroad has consented that we bill freight through Humeston direct to stations on his line, provided he receives his regular tariff from Humeston to destination. In the case in question the tariff on emigrants' outfit, Humeston to Kew, is per car, nineteen dollars. Our agent simply named the above rates to Mr. Webb, and at his request billed the cars through at the sum of the above rates, or forty-nine dollars per car. Hoping the above explanation will be satisfactory, I am

Yours truly,

T. J. POTTER,
General Manager.

DECISION OF THE COMMISSIONERS.

Mr. Webb resided at Glendale, Jefferson county, Iowa, and desiring to move his household goods, farm machinery and twelve head of stock to Kew, a station in Ringgold county, Iowa, on the line of the Humeston & Shenandoah Railroad, one hundred and fifty-four miles southwest, he applied to the agent of the Chicago, Burlington & Quincy Railroad Company for two cars. The agent informed him that the charges on these two cars would be forty-nine dollars each; that the company would deliver the two car loads at Afton, the county seat of Union county, a station on its own road one hundred and thirty-eight miles west of Glendale, and about twenty miles north and a little east of Kew, for thirty-two dollars per car. Mr. Webb's complaint seems to be based upon the theory that, as the distance from Glendale to Kew is but sixteen miles further than from Glendale to Afton, the charge should be about the same or slightly in excess, and that the seventeen dollars per car difference is extortion, or at least that much of it more than the *pro rata* difference of distances.

A principle long since settled in all railway transportation, and recognized in the "Granger legislation" of 1874, is that where freight passes over two distinct lines of road, each carrier is entitled to its local or short rate; and if by an agreed arrangement the freight goes through without re-handling on the same cars, the rule is not changed. The Iowa distance tariff in this case gives the C., B. & Q. R. R., Glendale to Humeston, one hundred and six miles, thirty dollars per car, and the H. & S. R. R., for the forty-eight miles from Humeston to Kew, nineteen dollars per car. The tariff adopted by the legislature of 1874 would have given the two roads for this freight hauled the same distance, fifty dollars and forty cents.

There is no evidence before the Commissioners to lead them to suppose that other parties are charged less for this service; and if it is greater than the amount for which Mr. Webb might have shipped his freight to Afton, he has no ground for complaint, as he knew the rates to both points before he shipped. Under the statement of the case, the Commissioners find that the charges were not unreasonable.

Des Moines, Iowa, May 16, 1883

V. J. WILLIAMS & CO., DUBUQUE, IOWA, *Complainant*,
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent*.
} *Damages.*

Filed May 1, 1883.

DUBUQUE, IOWA, April 27, 1883.

To the Honorable Board of Railroad Commissioners of the State of Iowa:

DEAR SIRS—We have the honor to transmit herewith papers relating to a small breakage by the Chicago & Northwestern Railway Company, and desire to call your attention to the letter of inquiry (marked A) addressed by the General Claim Agent to their local agent at Lowden. Next the answer thereto (marked B) stating cause of damage, "something piled or fell over the planters." Next, the extraordinary conclusion of the General Claim Agent (marked C) in which he decides to decline making allowance, as "the damage undoubtedly occurred in ordinary transit, and not from any rough handling of car or freight, and having been shipped at *owner's risk* I must respectfully decline to entertain the claim."

Inasmuch as all common carriers are responsible to the owners of property for the exercise of ordinary care in the handling of property, and no rules of their own making can release them from such responsibility, and as we have the testimony of their own agent that these breakages occurred through the want of proper care, we appeal to you for redress as to the amount of our claim against the C. & N. W. R'y Co. herein. As the Chicago, Milwaukee & St. Paul Railway offer to adjust the amount claimed from them (twenty-five cents), that portion is satisfactorily settled. The amount due us from the C. & N. W. R'y Co., viz., $2.00, we ask your Honorable Body to adjudicate, and if possible collect.

Respectfully yours,

V. J. WILLIAMS & CO.

This complaint was acknowledged and sent M. Hughitt, General Manager Chicago & Northwestern Railway, at Chicago.

DES MOINES, IOWA, May 15, 1883.

MESSRS. V. J. WILLIAMS & CO., *Dubuque, Iowa:*

GENTLEMEN—In the matter of your complaint against the Chicago & Northwestern Railway Company, referred to this office April 27th, Mr. M. Hughitt, General Manager of that company, writes the Board under date of May 12th, that he "has instructed Mr. R. C. Richards, General Claim Agent, to settle this claim on the basis of the damage alleged, namely, two dollars."

As soon as you are paid please notify this office, so the case can be closed.

Very Respectfully,

E. G. MORGAN,
Secretary.

This claim was paid and the case closed by request of complainant.

M. CRESSWELL, BONAPARTE, IOWA, *Complainant*,
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, *Respondent*.
} *Damages for hogs lost in transportation.*

Filed May 10, 1883.

On the 10th day of May, 1883, Mr. Cresswell, of Bonaparte, Iowa, complained to the Commissioners as follows: That he shipped from Bonaparte station on the Chicago, Rock Island & Pacific Railway, on the 16th of October, 1882, one hundred and fifty-one head of stock hogs, in car number 10,590, consigned to E. Cresswell, Lamar, Missouri, the car going via Kansas City. On arriving at its destination the car contained but one hundred and thirty-five head of hogs; that he wrote to the Superintendent of the Kansas City stockyards, who reported that car number 10,590 was received from the C., R. I. & P. R'y on October 18, 1882, at 8.15 A. M., and that said car contained only one hundred and thirty-five hogs; that on November 4th he addressed a letter to the agent of the C., R. I. & P. R'y at Bonaparte, stating his claim, and received answer that he would have to prove by reliable witnesses the number of hogs loaded in the car before his claim would receive attention. Mr. Cresswell asked the Board if, in their opinion, the testimony of his sons, who helped load the hogs, was not admissible. The complaint was immediately forwarded to Hugh Riddle, President of the C., R. I. & P. R'y, who referred it to the claim agent. The company took the ground that many of the hogs were very small, scarcely more than sucking pigs, and that the missing ones could easily have escaped through the stockyard fence before the loading began; in fact, Mr. Cresswell had boys there all night to see that they should not thus escape. Mr. Cresswell, however, stated positively that the hogs were carefully counted when put into the stockyards, and again just before they were loaded; hence he was certain that he loaded the one hundred and fifty-one head as stated. Affidavit was also made by Mr. Cresswell's sons to the above effect.

Mr. Given, Superintendent of the Iowa Division of the C., R. I. & P. R'y finally went to Bonaparte in person and settled the claim with Mr. Cresswell, paying him sixty dollars for his loss, and complainant asked the Commissioners to dismiss the case.

THOMAS BURNS, BREDA, IOWA, *Complainant*,
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent*.
} *Failure to provide a farm crossing.*

Filed May 11, 1883.

On the 9th of May, 1883, a complaint was received from Thomas Burns, of Breda, Carroll county, Iowa, who stated to the Commissioners that the Chicago & Northwestern Railway had been built across his farm, and that the company had provided no crossing for teams over their track, although they had promised to do so repeatedly. The matter was communicated to Marvin Hughitt, General Manager of the road, and reply was immediately received from him, stating that he had issued orders to have the crossing put in as soon as possible.

On July 28th Mr. Burns wrote the Commissioners that the crossing had been built and was satisfactory to him, and asked to have the complaint dismissed.

H. B. GLOVER & CO., *et al.*, DUBUQUE, *Complainants*,
vs.
VARIOUS RAILWAY LINES IN IOWA, *Respondents*.
} *Excess baggage charges.*

Filed May 15, 1883.

DUBUQUE, IOWA, May 11, 1883.

To the Railroad Commissioners of Iowa:

DEAR SIRS—We inclose Dubuque's protest against the late unjust law operated by the "Iowa pool." This law is not in operation over the Wisconsin Central, in Wisconsin, or the Central Railway of Iowa, the Sioux City & Pacific Railroad, and others. It is worked by the "Iowa pool," and is, we think, a matter which should be properly and fairly adjusted at once. An early reply will greatly oblige the jobbers and manufacturers of Dubuque.

Yours respectfully,

H. B. GLOVER & CO.

DUBUQUE, IOWA, April 29, 1883.

To the Railroad Commissioners of Iowa:

DEAR SIRS—We, the undersigned, manufacturers and jobbers, doing business in Dubuque, Iowa, desire your decision as to the justness of the late advance in baggage charges. Over all Iowa lines of railroad prior to April 1, 1883, the rules and charges on commercial baggage were as follows: Two hundred pounds carried free, and charges as follows on the excess weight:

MILES.	WEIGHT.												
	25	50	75	100	200	300	400	500	600	700	800	900	1000
500	$ 0.50	$ 1.00	$ 1.50	$ 2.00	$ 4.00	$ 6.00	$ 7.00	$ 8.75	$10.75	$13.00	$15.50	$18.25	$21.25
1000	1.00	2.00	3.00	4.00	8.00	12.00	14.00	17.50	21.50	26.00	31.00	36.50	42.50

To illustrate a case in point, we will say that an agent with 750 pounds of baggage (or 550 pounds excess), wishes to make the Chicago, Milwaukee & St. Paul Railroad, from Marion Iowa, to Council Bluffs, and stop at every station. The distance from Marion to Council Bluffs is 260 miles, and there are 43 stations. By the old rule the expense to the agent holding a 500 mile ticket, was $5.07. The new tariff which came into effect April 1, 1883, has changed the rates as follows: Same amount of weight carried free; on the excess a charge of 25 cents per 100 pounds for 1 mile up to 50; the charges for the longer run of over 50 miles are about the same as the old tariff. The new charges will increase the amount to be paid by the agent, in the case illustrated above, who wishes to make the 43 stations and same distance, to $48.16; a difference against the party carrying baggage over the old rule of $43.09, as there are 43 stations and the extra charge is $48.09, it in this case would pay the railroad company $1 for handling the agent's three trunks at each station. Now, we claim the above to be excessive and unjust, in that it particularly discriminates in favor of the party making the long run, and virtually compels the western jobbers who make the short runs, to retire their lines of samples from the railroad and to use other modes of conveyance. While we realize that the railroads have rights and should receive a fair compensation, as carriers, we do not believe that the late charges are either reasonable or just, inasmuch as the charges for the labor performed are entirely too high. We believe that the following charges and rules would be just to both the carrier and the traveler, and we specially request your most careful investigation into this question of charges for handling, which we consider excessive. We, therefore, believe that the old excess baggage rates of prior to April 1, 1883, should be restored, and that a reasonable amount be charged for loading trunks, say twenty-five cents for three trunks or less, and ten cents each for each additional trunk; this would give the railroad for the 43 stations illustrated above, a total of $5.07 for carrying, and $10.75 for handling, making a total of $15.82, against $48.16, the present charges, and $5.07, the old charges. In addition to the old form of mileage baggage tickets, an additional coupon loading ticket could be attached, each coupon representing one trunk or the price for loading the same, and to be detached when the baggage is checked.

We, therefore, claim the handling charges to be excessive, and desire your particular investigation into the question as to whether twenty-five cents for loading (no charge for unloading), and ten cents for each additional trunk be not sufficient.

DUBUQUE.

H. B. Glover & Co., wholesale notions.
John Bell & Co., wholesale dry goods and notions.
John Mehlhop, Son & Co., wholesale grocers.
W. P. Large & Co., wholesale boots and shoes.
L. D. Randall & Co., wholesale leather and hardware.
Pukenbrock & Deuss, wholesale boots and shoes.
Thompson & Maclay, wholesale notions.
Michel, Son & Sullivan, wholesale boots and shoes.
James Forester, manufacturer of clothing.
Wemott, Howard & Co., wholesale crockery and glassware.
Grosvenor & Harger, wholesale books, stationery, etc.
Raymond Bros., wholesale crockery and glassware.
Steiner & Parker, wholesale notions and toys.
Myers, Tice & Co., wholesale tobacco and cigars.
J. T. Hancock & Son, wholesale grocers.
M. M. Walker, wholesale fruits and oils.
Pool, Gilliam & Co., wholesale grocers.
Flannagan & Co., commission merchants.
Chamberlin, Dewstoe & Co., wholesale tobaccos.
Dubuque Rubber Belting Co., rubber and leather goods.

Westphal, Hinds & Co., wholesale hardware.
D. C. M. Association, furniture.
Andrew Treadway & Sons, wholesale hardware.
A. Y. McDonald, pump manufacturer.
Junkerman & Haas, wholesale druggists.
W. H. Torbert, wholesale druggist.
A. W. Wullweber & Co., wholesale furniture.
Schroeder & Kleine, wholesale grocers.
J. P. Farley Manufacturing Co., cracker and spice manufacturers.
Farley & Loetscher Manufacturing Co., sash, doors, blinds, etc.
Dubuque Furniture and Burial Case Co., furniture and coffins.

DAVENPORT:

Robt. Krause, cloths, trimmings, gents' furnishing goods, overalls, etc.
W. C. Wadsworth & Co., dry goods jobbers.
Smith & Stearns, paints and brushes.
Sickles, Preston & Co., wholesale hardware.
Sieg & Williams, wholesale iron and wagon stock.
J. H. C. Peterson & Sons, wholesale dry goods.
Aug. Steffier, wholesale dry goods.
A. Moritz, wholesale clothing.

DES MOINES, May 14, 1883.

To the Railroad Commissioners of Iowa:

GENTLEMEN—At a meeting of the Jobbers and Manufacturers Association of this city, the undersigned were chosen as a committee to confer with, and call your attention, to the increase in the charges on excess baggage, which, we think, are unjust in some respects.

Our trade with all the towns within 150 miles of Des Moines, and these towns are from three to fifteen miles apart: to make it plain to you and illustrate a case in point, we attach "Exhibit A," an excess baggage permit for two hundred pounds from Des Moines to Metz, on the Chicago, Rock Island & Pacific Railway, about thirty miles east of Des Moines, bought before the advance in rates, for sixty cents, to go and return, and stop off when and where we have a mind to.

We also attach "Exhibit B," the cost of making the same town and stopping off at the same towns, under the new prices. You will notice that the expense is on us who make the short runs, as it costs no more to go direct to Metz than to stop at the first station.

We cannot see that it is either reasonable or just that the rates should be changed, and we pray that your honorable body will investigate the matter, and do what you can to restore the old rates.

(Signed)

GEO. WHITE,
W. B. BENTLEY,
L. HARBACH.

EXHIBIT "A."

CHICAGO, ROCK ISLAND & PACIFIC R'Y CO.

PRE-PAID EXTRA BAGGAGE PERMIT.

134 STATION, 3-26, 1883.

Mr. C. D. Parish has permission to use this permit from 134 to Metz and return, and to stop at any stations between these points, and have his baggage re-checked without further

charge. This permit will be taken up and returned to General Baggage Office by the person who issues the check to the last named station, and will not be honored after April 30, 1883.

Total weight.	Amount free.	Net weight.	Rate.	Am't collected.
400	200	200	30	60

Check No.....

24087. Agents must fill this up with ink.

J. D. MARSTON,
General Baggage Agent.

EXHIBIT "B."

DES MOINES, May 14, 1883.

The new rates Des Moines to Altoona	$ .50
The new rates Altoona to Mitchellville	.50
The new rates Mitchellville to Colfax	.50
The new rates Colfax to Metz	.50
The new rates Metz to Des Moines	.50
	$ 2.50

On the receipt of the above complaints the following circular was sent to the General Managers of the Illinois Central, Chicago & Northwestern, Chicago, Milwaukee & St. Paul, Chicago, Rock Island & Pacific, Chicago, Burlington & Quincy, Wabash, St. Louis & Pacific, Burlington, Cedar Rapids & Northern, Des Moines & Fort Dodge, Minneapolis & St. Louis, Kansas City, St. Joseph & Council Bluffs, Chicago, Burlington & Kansas City, and St. Louis, Keokuk & Northwestern railway companies:

OFFICE OF THE RAILROAD COMMISSIONERS,
DES MOINES, IOWA, May 17, 1883.

DEAR SIR—The Board of Railroad Commissioners are in receipt of complaints from the manufacturers and jobbers of various points in the State of Iowa, that a late advance dated April 1st in baggage becomes oppressive and has a tendency to put a tax on the commercial traveler, practically preventing him from carrying his sample trunks to small stations on the lines of road.

These papers are signed by thirty-one persons or firms at Dubuque and a large number of parties at Des Moines.

This morning the following circular was received:

CHICAGO, BURLINGTON & QUINCY R. R. CO.,
OFFICE OF THE GENERAL BAGGAGE AGENT.
CHICAGO, May 1, 1883,

TO SHIPPERS:

Taking effect May 15th, this company will make the following changes in local baggage tariff:

From 1 to 20 miles, 10 cents per hundred pounds.
From 21 to 30 miles, 15 cents per hundred pounds.
From 31 to 40 miles, 20 cents per hundred pounds.
From 41 to 50 miles, 25 cents per hundred pounds.
No charge of less than 25 cents will be made.
No package to weigh more than 250 pounds.

[Signed] M. B. STARRING,
Assistant General Baggage Agent.

Approved:
PERCIVAL LOWELL,
General Passenger Agent.

This circular is presumed by the Commissioners to be an agreed modification of the charges on baggage adopted by the Iowa pool lines on April 1st, and seems to be satisfactory to the complaining parties, except the clause that "No charge less than twenty-five cents will be made." They seem to feel that this should be fifteen cents. They reason in this way: The commercial travelers from the eastern cities only stop at the large towns, and, these not occurring very frequently, this charge of twenty-five cents is not oppressive.

The jobbing business of the Iowa towns is in the main done at the smaller stations, which are probably not more than seven miles apart. In passing the same distance the Iowa jobber would have his baggage handled seven times where an eastern man would once, and the ten cents difference would to many houses amount to five dollars per day.

Please inform the Board whether the rates in this circular as quoted above have been adopted by your company, and if so whether the Iowa jobbing trade is not entitled to a concession of ten cents in the minimum of charges.

Very Respectfully,

E. G. MORGAN,
Secretary.

Answers of the same tenor were received from all the companies to whom the circular was sent—the following only is published:

MILWAUKEE, May 28, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Replying to your circular of the 17th instant, I inclose copy of our latest excess baggage tariff. As to the provision that no charge less than twenty-five cents will be made, I beg to say:

First. The transportation of samples on baggage cars, on passenger trains, is an entire departure from the legitimate use of those cars, which is to carry the wearing apparel and personal effects of passengers. Samples are properly freight, and should be carried by freight or express service.

Second. The increase in the volume of samples has become a serious matter to the railway companies and their employes, on account of the time required to load and unload, and the weight and unwieldly size of the sample packages.

Third. The loading and unloading constitute a considerable part of the expense of transportation, and the short hauls on the commercial baggage increase the cost of its transportation beyond the ratio to the amount received for its carriage, which is predicated on an average of about fifty miles per trip.

The very fact stated, upon which the complaint is predicated, would justify an increase of the limit of twenty-five cents on the short trips, viz.: that the average trip referred to is seven miles.

Fourth. The amount charged under the tariff, when taken in connection with the amount carried free, is very much less than it would cost by any other mode of transportation. A commercial traveler willingly pays a hotel porter twenty-five cents for carrying his baggage from the wagon to his room, while he objects to the tariff of a railway company which carries two hundred pounds free and one hundred pounds additional for twenty-five cents.

Fifth. On the short trips of seven miles, the commercial traveler pays fare fourteen cents, and for three hundred pounds of baggage twenty-five cents; total, thirty-nine cents. This is as low a rate for the service as can be claimed on any ground. The railway companies

cannot certainly be asked to equalize such disadvantages as those stated in the complaint unless their rates are excessive or unreasonable, which is clearly not the case.

Sixth. The railway companies would be much better off if they did not carry a pound of excess baggage on passenger trains. The volume has so greatly increased that it is a serious question whether they will not be forced to cut off the excess baggage entirely.

Yours truly,

ROSWELL MILLER,
Assistant to Manager,
Chicago, Milwaukee & St. Paul Railway.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY

EXCESS BAGGAGE TARIFF.

Taking effect June 1, 1883.

MILES.		Rate per 100 pounds.	MILES.		Rate per 100 pounds.	MILES.		Rate per 100 pounds.	MILES.		Rate per 100 pounds.
From	To		From	To		From	To		From	To	
1	30	.15	281	290	1.45	521	530	2.65	761	770	3.85
31	50	.25	291	300	1.50	531	540	2.70	771	780	3.90
51	60	.30	301	310	1.55	541	550	2.75	781	790	3.95
61	70	.35	311	320	1.60	551	560	2.80	791	800	4.00
71	80	.40	321	330	1.65	561	570	2.85	801	810	4.05
81	90	.45	331	340	1.70	571	580	2.90	811	820	4.10
91	100	.50	341	350	1.75	581	590	2.95	821	830	4.15
101	110	.55	351	360	1.80	591	600	3.00	831	840	4.20
111	120	.60	361	370	1.85	601	610	3.05	841	850	4.25
121	130	.65	371	380	1.90	611	620	3.10	851	860	4.30
131	140	.70	381	390	1.95	621	630	3.15	861	870	4.35
141	150	.75	391	400	2.00	631	640	3.20	871	880	4.40
151	160	.80	401	410	2.05	641	650	3.25	881	890	4.45
161	170	.85	411	420	2.10	651	660	3.30	891	900	4.50
171	180	.90	421	430	2.15	661	670	3.35	901	910	4.55
181	190	.95	431	440	2.20	671	680	3.40	911	920	4.60
191	200	1.00	441	450	2.25	681	690	3.45	921	930	4.65
201	210	1.05	451	460	2.30	691	700	3.50	931	940	4.70
211	220	1.10	461	470	2.35	701	710	3.55	941	950	4.75
221	230	1.15	471	480	2.40	711	720	3.60	951	960	4.80
231	240	1.20	481	490	2.45	721	730	3.65	961	970	4.85
241	250	1.25	491	500	2.50	731	740	3.70	971	980	4.90
251	260	1.30	501	510	2.55	741	750	3.75	981	990	4.95
261	270	1.35	511	520	2.60	751	760	3.80	991	1000	5.00
271	280	1.40									

Ordinary passengers will be allowed 150 pounds of baggage free for each whole ticket. Half tickets, 75 pounds free. Those holding commercial traveler's tickets will be allowed 200 pounds free.

When the amount to be collected in accordance with the above tariff is less than twenty-five cents, a collection of twenty-five cents will be made.

The rate for any distance less than thirty-one miles is fifteen cents per 100 pounds.

When the fraction is five pounds or over call it ten, when it is under five call it 0. Also the amount collected should, in like manner, end in 0 or 5.

A. V. H. CARPENTER,
General Passenger and Ticket Agent.

D. M. CHRISTIE,
General Baggage Agent.

CHICAGO, June 7, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners:*

At a meeting of the General Managers and General Passenger Agents of the following lines, viz: Chicago, Burlington & Quincy; Chicago & Northwestern; Chicago, Milwaukee & St. Paul; Chicago, Rock Island & Pacific; Missouri Pacific, and Wabash, St. Louis & Pacific, held at Commissioner Midgley's office, in this city, on the 29th ultimo, the following action was taken regarding the "Excess Baggage Tariff," and I was, at said meeting, directed to communicate with your Board concerning the action.

"Resolved, that, taking effect June 1st ensuing, the agreement regarding excess baggage be so modified that the following rates per one hundred pounds shall be charged:

For one to thirty miles.....15 cents per cwt.

For thirty-one to fifty miles.....25 cents per cwt.

It being understood that the minimum charge shall not be less than twenty-five cents."

The General Managers very carefully considered the matter, and taking into account all the circumstances attending the transportation of excess baggage, they feel that the rates to take effect the 1st instant, are as low as the lines can afford to carry at.

The trouble seems to be that the tariff of rates of April 1st and May 1st (complained of in your circular of May 17th) is compared to the standard of a year ago, when there were really no rates at all. At that time jobbers generally throughout the country procured extra baggage books for their traveling men at mere nominal price, less than one-half (½) cent per one hundred pounds per mile. This rate was much below any possible standard that would be generally considered fair, by which to gauge what the charges on extra baggage should be.

The amount carried had so greatly increased, and, taking into consideration the time required to load and unload and the weight and unwieldly size of sample packages, the railroad companies felt themselves obliged to agree to advance the rates so as to enable them to secure a reasonable compensation for doing the business, and the rates agreed on are hardly in proportion to what express or even freight rates would be on the same class of freight.

It is generally conceded that the expense of handling the baggage, so far as loading and unloading is concerned, is just as great for the short hauls as for the long, and when you consider that, for a trip of seven miles the commercial traveller is charged fourteen cents for fare and twenty-five cents for three hundred pounds of baggage, making a total of thirty-nine cents, it does not seem as though any just ground for complaint exists.

The railroad companies are all interested in helping to build up the jobbing trade of the States of Illinois and Iowa, and they will not take any action liable to cripple the jobber, for the latter's prosperity will certainly be shared by them; but, at the same time, they feel that they are entitled to a reasonable compensation for services performed. Hoping that the action of the roads in this matter will meet the approval of your Honorable Board, I am,

Very truly yours,

GEO. M. BOGUE,
Arbitrator.

DECISION OF COMMISSIONERS.

A paper bearing date April 29th, signed by thirty-one manufacturers and jobbers doing business at Dubuque, was filed in the office of the Commissioners. Similar papers from Des Moines and other towns also appeared.

This paper complains that the rate on the baggage of commercial travelers has been so increased as to be practically prohibitory. This tariff went into effect on April 1st, and was subsequently modified about May 1st. On the sixteenth of May a committee consisting of Messrs. White, Harbach and Bentley, of Des Moines, appeared before the Board, and expressed themselves satisfied with the tariff of May 1st, except the one item, viz:

that "no charge for handling a single package for any distance shall be less than twenty-five cents." This Board addressed a circular to all the railroad companies operating lines in the State and have received replies, and in addition a letter from Hon. George M. Bogue, Arbitrator of the Southwestern Railway Association, in which he says that at a meeting of the General Managers and General Passenger Agents of the lines represented in Iowa on the 29th day of May, it was "resolved that taking effect June 1, ensuing, that the agreement regarding excess baggage be so modified that the following rates per one hundred pounds be charged: For 1 to 30 miles, 15 cents per cwt.; for 31 to 50 miles, 25 cents per cwt.; and that no charge shall be less than 25 cents."

He also says "that extra baggage books were sold under the standard of a year ago at less than one half cent per one hundred pounds per mile," and that the rate was much below any possible standard that could be considered fair. The result of this has been to increase the volume of extra baggage to such an extent as to lead to the consideration of excluding from passenger trains any amount of excess of two hundred pounds. The time required to load and unload, the weight and unwieldy size of the sample packages, compel them to advance the rates or do something to lessen the amount.

The Commissioners find that under the rulings of the courts the samples of traveling salesmen are not regarded as baggage, and that they may be properly confined to freight trains. They conclude that a fair rate if allowed on passenger trains would be the charges made to the express companies for freight carried in passenger trains. This averages from one and one half to twice first-class rates. The rate of merchandise under the tariff of 1875 was, for seven miles, about fifteen cents per one hundred pounds. We think this a fair standard by which to measure the value of this service, and it should be acceptable to both parties. As the rates made in the excess baggage tariffs furnished us by the railroad companies do not exceed this we do not think it necessary to interpose.

Des Moines, Iowa, June 30, 1883.

SHEPARD & CARPENTER, IOWA CITY, IOWA, *Complainants*,
vs.
CHICAGO, ROCK ISLAND & PACIFIC AND BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAYS, *Respondents*.
} *Discrimination.*

Filed May 15, 1883.

IOWA CITY, IOWA, April 15, 1883.

To His Excellency, Governor Buren R. Sherman:

We would respectfully call the attention of your Excellency to the great discrimination in freight rates on our principal railroads, which works very injuriously to the interests of all towns and cities where there are no competing lines, so much so that it has a tendency to drive away and almost destroy the business interest of some places. In this city, for in-

stance, some of our wholesale houses have declared their intention of leaving the place on that account, and one of them is now preparing to leave, as they can get no concession from the railroad, but they coolly inform them "you had better go where there is competition.' We would respectfully suggest the appointment of some one on the Commission who has some knowledge of shipping and the discriminations made, as it is a fact well known to all business men that freight has been, and now is, shipped to extreme points of the State at much less rates than it is close to shipping points. As this matter is being agitated in other states, and as we are constantly feeling the bad effects in our business, we have taken the liberty to address you on this subject. The railroads are common carriers, and when they use their power to build up some places at the expense of others, it seems a very unjust discrimination.

Very respectfully yours,

SHEPARD & CARPENTER.

Respectfully referred to Board of Railroad Commissioners, with request that they give this important matter early and careful attention.

R. R. SHERMAN.

DES MOINES, IOWA, May 15, 1883.

MESSRS. SHEPARD & CARPENTER, *Iowa City, Iowa:*

GENTLEMEN—Your favor of April 14th to His Excellency, the Governor, was this day referred to this Board with a request that it be investigated. The Commissioners do not understand to what railroad company you refer, nor to what specific kind of merchandise.

They therefore instruct me to ask you to give them a statement of the matters of which you feel aggrieved. Your charges are general; please make them specific.

Very respectfully,

E. G. MORGAN,
Secretary.

CHARLES T. DOYLE, PANORA, IOWA, *Complainant,*
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent.*
} *Detenton of household goods.*

Filed May 21, 1883.

PANORA, IOWA, May 21, 1883.

HON. L. S. COFFIN, *Iowa State Railway Commissioner, Ft. Dodge, Iowa:*

DEAR SIR—Myself vs. Chicago & Northwestern Railway Company, claim for detention of household goods at Cedar Rapids, Iowa, (addressed Mrs. L. S. Swanton, care of Charles F. Doyle, Panora Iowa,) from November 29, 1882, until December 22, 1882. Having failed in getting any satisfaction from the above company, after a long and tedious delay, I have been awaiting the appointment of Hon. James Wilson's successor on your Board, to make complaint to your honorable body, and to request your aid toward getting an equitable adjustment of my claim.

If necessary, shall appear before your Board at Des Moines with ample proof of every fact set forth herein, and in my complaint to the officials of the Chicago & Northwestern Railway Company.

The facts are these: I am a Canadian, and came west in November, 1881, intending to locate at Cedar Rapids, in business with the Cedar Rapids Insurance Company. Shortly after arriving there I found that concern to be simply an organized band of legalized swindlers, and so abandoned the idea of connection with them. Meanwhile household goods had arrived from Canada at Cedar Rapids, and remained there while I was looking up a location and acting as special agent of the Hawkeye Insurance Company, of Des Moines. In June, 1882, I had furniture removed from Cedar Rapids depot, or freight house of Chicago & Northwestern Railway, and placed in storage with G. D. Merryman, of Cedar Rapids. Towards end of November (29th) Merryman delivered goods at Cedar Rapids station of Chicago & Northwestern Railway, addressed as above, to Panora. The Chicago & Northwestern agent at Cedar Rapids, it appears, refused to forward them without prepayment. Merryman did not advise me of that requirement until December 11, 1882, in answer to my letter asking cause of delay, dated December 7, 1882. The message ran as follows:

"Cedar Rapids, December 11, 1882. Charles T. Doyle: I delivered your goods to the depot Monday, November 29th. The freight will have to be prepaid. The agent has telegraphed to find out wnat the charges will be; then I will let you know. G. D. Merryman 37, collect."

Immediately on the receipt of which I wrote the freight agent, Cedar Rapids, inclosing a stamped envelope for answer, asking amount of charges, which I stated would be sent him or paid at Jefferson, as he wished; mailed letter by evening mail north December 11, 1882. He made no answer up to evening, December 14, 1882, when I sent following message:

"Freight agent C. & N. W. R'y, Cedar Rapids, please wire your Jefferson agent about household goods immediately. Revere House, there to-night.

"CHAS. T. DOYLE.

"13 paid thirty-one cents."

I drove to Jefferson after sending that message, and about 1.30 P. M., 15th December, 1882, called on Jefferson agent C. & N. W. R'y to find he had no advice *re* my goods from Cedar Rapids office. He had received of Cedar Rapids office asking him on 29th, 1882, to name the rate for household goods Jefferson to Panora, and of prompt answer twenty-nine cents per hundred. Jefferson agent kindly offered to help me out, without the expense of my going to Cedar Rapids for goods, and I then proffered him advance payment there of charges at proper rates upon the receipted bill of the weight of same goods and charges to Cedar Rapids. He declined accepting such advance payment, stating as reason that he did not want to be blamed for any future delay. He, however, immediately asked Cedar Rapids agent (15th instant, P. M.)) for advice *re* charges on my goods. I waited vainly for answer until nearly night, when Jefferson agent reported no reply, so I left. Returned next day, 16th December, to Jefferson depot about 1.30 P. M. Still no advice from Cedar Rapids. Then at 1.35 P. M., 16th December, I handed Jefferson operator following message:

"R. H. Jones, Maxwell & Jones, Cedar Rapids, Iowa. Kindly see freight agent Northwestern Railway immediately. Wire answer here why my goods have lain there over fortnight. He won't answer letter or telegrams.

"CHAS. T. DOYLE."

"28 paid ninety-five cents."

To which I again waited for reply until 3.50 P M., at Jefferson depot. None came. Then I sent the following repeated message:

"December 16, 1882, freight agent C. & N. W. R'y, Cedar Rapids, Iowa. See letter eleventh instant about household goods. Please answer Panora immediately.

"CHAS. T. DOYLE."

"11 paid sixty-five cents."

I then left Jefferson depot for home (Panora), but was overtaken by a messenger about an hour later, saying they had advice from Cedar Rapids, upon which I returned to Jefferson depot. Agent there reported Cedar Rapids agent's answer to be "waiting for advice *re* rate on household goods, Jefferson to Panora." That information he got from Jefferson office, November 29, 1882, nearly three weeks before. Then I went home, and on following Monday, 18th, received following message:

"CEDAR RAPIDS, 16th, 1882.

"C. F. DOYLE, *Panora:*

"Will forward goods as soon as Merryman prepays freight.

"G. A. STEVENS.

"25, collect."

Thus exasperated beyond endurance, I answered the above message thus:

"PANORA, December 18, 1882.

"A. D. STEVENS, *Chicago & Northwestern Railway, Cedar Rapids, Iowa:*

"Damages follow your infamous inaction regarding my goods. Finally, I demand delivery at Jefferson, tomorrow night.

"CHAS. T. DOYLE.

"16, paid."

Then I again drove to Jefferson, and on the 19th of December again called on Mr. Lumelin, Chicago & Northwestern agent at Jefferson, and again proffered him advance payment of charges, whatever he would name. Again he declined payment, but ordered goods on to Jefferson, and assured me they would finally come by Christmas, to Panora. Then I made formal complaint of this gross outrage, setting forth in detail every fact. The annoyance, expense and loss of time I had suffered by reason of Cedar Rapids agent's contemptuous, overbearing and exasperating conduct, and mailed it, registered, at Jefferson, December 20, 1882. Arriving home, on Saturday, 23d of December, 1882, I received the following message, inspired by Cedar Rapids' agent, when he found thére was to be a future to this gross outrage, finally giving information wanted:

"CEDAR RAPIDS, 18th, 1882.

"CHAS. T. DOYLE, *Panora:*

"The charges on your goods are sixteen seventy.

"G. D. MERRYMAN.

"9, collect 25 cents."

Finally, goods arrived here Christmas morning, after I had lost nearly a month's time in a busy season in my business in hand. After I had had my household of five cooped up in a small hotel for twenty-five days, with wife and child ill most of the time, and the former worrying constantly about detention of goods, besides paying rent for a vacant house from December 1st.

About January 7th I received, in view of the facts, the following weak and imbecile defense of his agents' dumb indifference to duty, from Superintendent Whitman:

SUPERINTENDENT'S OFFICE, CHICAGO & NORTHWESTERN R'Y COMPANY,
IOWA DIVISION, CLINTON, IOWA, January 5, 1883.

"CHAS. T. DOYLE, ESQ., *Panora, Iowa:*

"DEAR SIR—Your registered letter of December 18th was received on the 23d. I at once commenced an investigation to determine the cause of delay to your household goods. I find the goods were delivered to agent, Cedar Rapids, November 29, 1882, and no receipt issued, for the reason that it would have been in direct violation of the instructions of our general freight department, which are as follows: 'Hereafter freight charges on household goods, in less than car loads, destined to points beyond the line of our road, east or west of Chicago, beyond Council Bluffs or Omaha, or junction with connecting lines in Illinois and Iowa, must be prepaid to ultimate destination. No guaranty will be accepted in lieu of prepayment.' At the same time that the goods were received the agent at Cedar Rapids telegraphed agent at New Jefferson, asking rate New Jefferson to Panora. Also again on December 6th or 8th, and on December 16th he received a message from agent New Jefferson as follows: 'Have you any goods for C. T. Doyle? If so, forward them to me at once.' To which the agent at Cedar Rapids replied that he would as soon as he could collect charges.

In the meantime the agent had explained to you the cause of delay; also on December 11th Merryman explained that goods were held awaiting prepayment; and up to December 22d you had made no arrangements to prepay the freight, and the agent concluded to take the risk upon himself and forward the goods, which he did. This was done by the agent at Cedar Rapids to assist you. He had done all he could, even violating instructions. Had you arranged with Merryman, or anyone else, to have paid the charges, as you should have done, the delay would have been avoided. The agent at New Jefferson did all he could, as you admit. He had no knowledge of the goods, and no payment was made or offered for telegraphing for the information, all of which was requested by you. The agent at New Jefferson had no right to receive prepayment of freight and obligate company for Cedar Rapids business. I must say that everything was done by the agent that could be, and believe you will come to the same conclusion after thinking the matter over. Of course, it must have been very perplexing to you, as it has been annoying to us.

"Yours truly,

"J. M. WHITMAN,

"*Superintendent.*"

"P. S. On December 30th I acknowledged the receipt of yours of 18th, and stated that I was investigating the matter."

Portions of the above letter are not only grossly untrue, but simply add insult to injury to a patron of his road, who has been sacrificed and robbed by the offending agent, only to find the higher officials of the C. & N. W. R'y posing as accomplices after the fact to such robbery. In no other country claiming to be civilized would such an outrage be condoned and defended by respectable superintendents of a reputable road. I have claimed damages at $300, which is well within the amount lost by reason of such detention of goods.

The General Superintendent at Chicago has been advised by me of the matter in detail. He promised fairly enough that a thorough investigation would be made at his hands, "to find out just who is right," and referred all the papers to his General Claim Agent Richards. The latter advised me, January 27th, 1883, that the papers had all been referred to him; that he would investigate; and when he had arrived at a conclusion would advise me. Have frequently written him and the General Superintendent since, who ignore every letter and remain as dumb as the pyramids. May I ask your advice in this matter, after you have considered the facts set forth herein and sworn to in my original complaint to Whitman, as to whether it is a case coming within your jurisdiction, and if so whether your Board have power or inclination to aid me in my simple fight for my rights, and for principle, against what appears to me to be a combination of thieves, who laugh at law and justice? I want to know if a law abiding alien has any rights which railway companies can be made to respect, outside the courts, as within that circle the longest purse invariably wins here.

In "HOME AND CONTINENTAL ECHOS," published in "Traveler" herewith, you will find a few testimonials, speaking for themselves, to any of whom I would respectfully refer you as to myself.

Respectfully awaiting your convenient reply, yours faithfully,

CHAS. T. DOYLE.

FORT DODGE, May 14, 1883.

CHAS. T. DOYLE, ESQ.:

DEAR SIR—Your registered letter of May 8th I find on my return from Des Moines, and beg to say I shall be detained at home and in this part of the State this week. When I return to Des Moines I will take it with me and lay it before the Board. The Commissioners will at once give attention to it, and take such action as their powers and duties will allow. If it is within their province, rest assured they will do all in their power to help you adjust the difficulties.

Yours truly,

L. S. COFFIN.

DES MOINES, May 25, 1883.

MARVIN HUGHITT, ESQ., *General Manager Chicago & Northwestern Railway, Chicago, Ill.:*

DEAR SIR—I enclose herewith the original papers in the complaint of Charles T. Doyle, Panora, Iowa, against your company. There is only one point on which the Board desire information, and that is, whether your agent at Cedar Rapids ascertained on November 29th, or at any time before December 18th, the charges on Mr. Doyle's goods from Cedar Rapids to Panora, and if so whether he neglected or refused to furnish him such information as would enable him to pre-pay his freight.

By order of the Board.

E. G. MORGAN,
Secretary.

CHICAGO, May 30, 1883.

E. G. MORGAN, ESQ., *Secretary Railway Commissioners, Des Moines, Iowa:*

DEAR SIR—Your letter of the 25th instant, enclosing a complaint from Mr. Chas. T. Doyle, Panora, Iowa, is received. On the presentation of the goods in question for shipment, the agent at Cedar Rapids informed one Merryman, who delivered the goods, that they could not be forwarded unless the charges were prepaid to destination. Mr. Merryman neglected to advise Doyle of the fact until the 11th of December, two weeks after the delivery of the goods to the railway company. On receipt of Mr. Doyle's inquiry as to the rate, the agent promptly telegraphed to Jefferson for the through rate. Owing to some error, the reply from the Jefferson agent was not delivered at Cedar Rapids, being lost in transmission. The Cedar Rapids agent simply obeyed instructions governing such cases, when he declined to forward the goods without prepayment of charges. So far as I am able to learn, Mr. Doyle made no effort to have the charges prepaid at Cedar Rapids, but wasted his time telegraphing for his goods. As to Mr. Doyle's complaint that the agent at Jefferson declined to receive the charges, I beg leave to say that his declination to receive the money was entirely proper, as he had no knowledge of the weight of the goods. In my opinion, Mr. Doyle has no just foundation for his complaint, the delay in the arrival of his goods being entirely the result of mismanagement on his part. His letters on this subject, addressed to several officers of this company, have been politely answered, but his claim could not be entertained. I return Mr. Doyle's letter.

Very truly yours,

M. HUGHITT.

DES MOINES, IOWA, June 5, 1883.

MARVIN HUGHITT, *General Manager, Chicago:*

DEAR SIR—Your letter of May 30th received. It does not, however, answer the only question asked. Mr. Doyle states that on November 29th the record at Jefferson shows that your Cedar Rapids office asked the Jefferson office the rate from Jefferson to Panora on household goods, and that an immediate answer was sent, "twenty-nine cents per one hundred pounds."

The Commissioners asked first if this was true; second, if it is true,

whether your agent neglected or refused to furnish such information as would enable him to pre-pay the freight until December 18th.

Respectfully,

E. G. MORGAN,
Secretary.

"CHICAGO, June 7, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Your favor of the 5th of June is received. In reply, I beg leave to say that if you will carefully review my letter of the 30th ultimo. you will see that our agent at Cedar Rapids did not receive an inquiry from Mr. Doyle as to the rate to Panora until December 11, instead of the 29th of November, as stated in your letter. On receipt of Mr. Doyle's letter, our agent promptly telegraphed to Jefferson to ascertain the through rate. This despatch was received and answered by the Jefferson agent, but the reply was not received at Cedar Rapids, being lost in transmission. Our agent certainly did not *refuse* to furnish Mr. Doyle with the information necessary to enable him to prepay the freight charges on his goods. He simply did not know what the rate was, and awaited the proper information from Jefferson.

Very truly,

M. HUGHITT.

DECISION OF THE COMMISSIONERS.

Charles T. Doyle, residing at Panora, Guthrie county, had stored with G. D. Merriman, at Cedar Rapids, his household goods. On the 29th of November, 1882, Mr. Merriman delivered the goods at the station of the Chicago & Northwestern Railway Company in Cedar Rapids, consigned to Mr. Doyle, at Panora. The agent of the C. & N, W. R'y at Cedar Rapids refused to give a receipt or forward the goods to Panora without prepayment of freight. Mr. Merriman, on December 11th, notified Mr. Doyle of this requirement in answer to inquiry as to the cause of delay, and further says that the agent has telegraphed to find out what the charges will be.

On December 15th Mr. Doyle tenders the agent of the C. & N. W. R'y at Jefferson the freight on his goods, provided he will give him a receipted bill of the weight and charges from Cedar Rapids. On December 16th the agent fo the C. & N. W, R'y at Cedar Rapids telegraphs for rate on household goods from New Jefferson to Panora. On December 18th he telegraphs Mr. Doyle that he will forward goods as soon as Mr. Merriman prepays the freight. On December 18th Mr. Doyle again tenders the freight charges to the agent at New Jefferson, which he declined. On December 23d Mr. Merriman telegraphed Mr. Doyle that the charges on his goods are sixteen dollars and seventy cents. The goods arrived at Panora December 25th.

The time consumed after the goods were delivered by Mr. Merriman at the Cedar Rapids freight house was twenty-six days; they were actually two days in transit. For this twenty-four days' delay Mr. Doyle claims of the railway company three hundred dollars' damages.

A rule seems to have been in operation at the time on the C. & N. W. R'y: "That household goods in less than car load lots destined for points on connecting lines in Illinois and Iowa must be prepaid to ultimate destination no guarantee will be accepted in lieu of prepayment."

To determine the question it is first necessary to ascertain whether the company had the right to refuse, as they did, to receipt for the goods and forward them until charges were prepaid.

Hutchinson on Carriers, section 116, page 91, lays down this rule: "While the law compels the carrier, from motives of public policy, to deal with all persons, and leaves him no choice as to his customers, it does not bind him to deal on credit, and he may demand the price of his labor before it is performed."

Angell on Carriers, chapter 5, section 124: "But in order to render a carrier liable in an action for refusing to take charge of goods, there must be tendered him a reasonable compensation. Indeed no person is a common carrier in the sense of the law who is not a carrier for hire, and it is the reward which renders him liable. As Lord Coke says: 'The carrier hath his hire, and thereby implicitly undertaketh the safe delivery of the goods delivered to him.'"

From these declarations of the doctrine laid down it does not appear that the rule adopted by the C. & N. W. R'y Co. is repugnant to the common law. The statement of Mr. Doyle is, that on December 15th he tendered the agent of the company at New Jefferson, a station on the line of the road, and where the goods would be transhipped, the amount of the "charges at proper rates upon the receipted bill of the weight of same goods, and charges to Cedar Rapids," and on the 19th proffered him advance payment of charges, "whatever he would name." It does not appear from anything before the Commissioners that a tender to this agent would affect the case one way or the other, and they would hardly regard this as a tender of prepayment, this agent being intermediate, and having no control of the goods other than to forward on another line on receipt, and had no right to receive prepayment of freight and obligate the company for Cedar Rapids business, that being entirely out of the line of his duties.

From the statement of the case, as made by Mr. Doyle (these papers not having been sent to the company), the Commissioners do not see that a claim for damages can be sustained. Had Mr. Doyle, through his agent, Mr. Merriman, tendered the charges to the Cedar Rapids agent, the company would have been in fault had they then held the goods. It seems to the Commissioners that there was unnecessary delay in ascertaining the amount of these charges; but as there was no effort to pay them at the only point where they could properly be received, we have not felt it our duty to inquire whether there was any explanation that could be offered.

We have never hesitated to condemn in specific terms the negligence of the station agent, and have expressed our views repeatedly, but in this case it does not appear that the party complaining used due diligence.

Des Moines, June 14, 1883.

PANORA, IOWA, June 23, 1883.

E. G. MORGAN, ESQ., *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have to acknowledge with thanks copy of your Board's decision *in re* my complaint against Chicago & Northwestern Railway Company, and to briefly refer you to several important points seemingly not considered, or at least not referred to, in your decision.

First. The fact that the Cedar Rapids agent was advised on November 29th (the day goods were delivered to him) by the New Jefferson agent the rate from Jefferson to Panora, twenty-nine cents per 100.

Second. The failure of the Cedar Rapids agent to acknowledge receipt of my letter to him of December 11th, asking him to name amount of charges to be remitted to him or paid at Jefferson, whichever he advised, although I enclosed a stamped and addressed envelope for his reply.

Third. Cedar Rapids agent's failure to answer subsequent telegrams of myself or New Jefferson agent by a simple statement of charges.

There was clearly repeated efforts on my part to get Cedar Rapids agent to name the amount of charges, which I was only too eager to pay at the proper point. There was clearly due diligence on my part, extending over nearly two weeks, in trying to get Cedar Rapids agent to so advise me.

By no process of honorable reasoning can his failure to respond be justified by the company or by your Honorable Board, but it seems the lot of the people to be thus sacrificed and robbed by railway companies and their employes here in Iowa, where no fair administration of justice prevails and where the people have correspondingly small confidence in obtaining justice in her courts. With thanks for your enclosure of decision of your Board,

Yours faithfully,

CHAS. T. DOYLE.

MRS. PATIENCE GOODWIN, TRAER, IOWA, *Complainant*,
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY, *Respondent*.

Detention of baggage.

Filed May 30, 1883.

TRAER, May 26, 1883.

DEAR SIR—I take the liberty to address a few lines to you to make my case plain to you. I will just say, I have been wronged and I appeal to you for justice. I started from Washington, Kansas, April 3d, bought my ticket for Cedar Rapids, Iowa, and had my trunks checked for that place, and when I called for them they told me they were not to be found. They took the numbers of them and said when they came they would send them to Traer. They did not come, so I got the agent here to see if he could find them, and after a long search and much delay, they were found at Columbus Junction and sent here. When they came there was three dollars and thirty cents charges on them. Now please let me know if they have a right to it. I am told they have not, and that I can get damages for their being detained. As I said, I started the 3d and got here the 4th of April, and my trunks got here the 19th. I have written to the Junction for him to refund the money, and got a reply that I was mistaken, that there were no such trunks there in April. Now to convince you there was I send you the number of the checks. I trust you will not see an old widow wronged that is seventy-two years old and penniless in her old age. Please let me hear from you.

Respectfully,

MRS. PATIENCE GOODWIN.

Receipt of the above complaint was acknowledged, and a copy was sent to Hugh Riddle, President Chicago, Rock Island & Pacific Railway, requesting him to investigate the matter, and report why the charges were made as alleged. Complainant was also asked whether these charges were for storage or for over weight, and if the trunks were checked to Cedar Rapids. Complainant replied as follows:

TRAER, IOWA, June 1, 1883.

DEAR SIR—Yours of the 30th ult. was duly received, and I will answer your questions the best I can. I bought my ticket at Washington for Cedar Rapids, and my trunks were checked for the latter place. I have been here to the depot to see the agent and get a copy of the bill that came with the trunks, but he had sent it back to the Junction with the money. He says, however, that he knows it was for storage.

Yours respectfully,

PATIENCE GOODWIN.

CHICAGO, June 14, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Concerning your letter of May 30th, addressed to our late President, Mr. Riddle, and referring therein to a letter you have received from Mrs. Patience Goodwin, of Traer, Iowa, a copy of which you enclose. This matter has been thoroughly investigated and I find that this company did not check this lady's baggage, and consequently could not have made any misrepresentations concerning it. The baggage was received by us at Kansas City, April 3d, train No. 2. It bore the check of the Central Branch of the Union Pacific Railway, number 28 and 91, and was tagged for Columbus Junction, Iowa, and it was promptly delivered to that point by us. The agent who checked the baggage at the station on the C. B. of the U. P. R'y, undoubtedly told the lady that he had no checks for Traer, Iowa, and that the best he could do for her, would be to check it to the Junction point of the Burlington, Cedar Rapids & Northern Railway with us, which was Columbus Junction, but being a very aged lady as you state, she very likely became confused, and did not remember what was told her. The charges spoken of are ours and are the regular rates for storage, charged on all baggage, which is not claimed within twenty-four hours after its arrival. The baggage laid at Columbus Junction several days, until Mr. B. F. Mills, General Ticket and Passenger Agent of the B., C. R. & N. R'y wired us for it, when it was promptly forwarded to Cedar Rapids. Considering the age of the lady, and to make her as happy as possible, I inclose you herewith a check for $3.30, the amount of such charges, which I will ask that you kindly forward to her with your reply.

Yours very truly,

E. ST. JOHN,
General Ticket and Passenger Agent.

Receipt of the above letter was duly acknowledged and the draft promptly forwarded to Mrs. Goodwin.

J. N. SMITH, FAIRFIELD, IOWA, *Complainant*,

vs.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent*.

Propounding questions.

Filed March 31, 1883.

FAIRFIELD, IOWA, March 28, 1883.

Board of Railroad Commissioners:

GENTLEMEN—Please answer some questions for me and oblige: 1. Have railroads in this State the right to pool their earnings at a competing point and hold a higher rate of freight from that point than other points at a greater distance? Say, for a car of cattle or hogs from this station is $47.50 to Chicago, and west of this place they make a rate with shippers of live-stock at $40, outside of this pool here but in this State, with a still greater distance to haul.

2. Have they a right to furnish large cars at a station and charge the same price for smaller ones, where there is a difference in capacity of two thousand pounds per car?

3. Where large cars are furnished to carry stock east, have they a right to refuse to send large cars west, when the shipper pays them their tariff rate? For instance: I wanted to ship hogs to Ottumwa from here or from stations near by, and the stock cars were there ready for loading, and if I wanted to ship to Chicago it would be all right in the large cars; but to Ottumwa they refused to take my stock in large cars, and I had to hold it until they furnished small ones. There is so much difference in the size of the cars that the shipper cannot tell how to gauge his loading to good advantage, unless he knows what size his car is going to be.

4. When a shipper has but one car of cattle he is not entitled to a pass according to their rules. Is it his duty to pay his way, or is it the duty of the company to take charge of the cattle and see that they go in good order?

5. What is the proper length of time a shipper should have to load a car of grain and unload, after notice is given him?

Please give me your opinion, so I may be posted.

Yours respectfully,

J. N. SMITH.

A copy of Mr. Smith's letter was sent to T. J. Potter, General Manager Chicago, Burlington & Quincy Railroad, with a request for his views on the subject, and he replied as follows:

BURLINGTON, IOWA, June 4, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa.*

DEAR SIR—Answering your favor of the 31st ult., regarding questions asked by J. N. Smith, of Fairfield, I would say: Mr. Smith asks, "Have railroad companies in this State (Iowa) a right to pool their earnings at competing points?" This is a question for the Railroad Commissioners to decide, and I suppose they hardly expect us to decide it, but it may be well to remark that so long as the rates charged are reasonable and all parties are treated alike, it is difficult to see how any one is injured by the practice of pooling. In fact it seems to be a better condition of things for the shipper than a competition under which different rates are likely to be made to different individuals, and the rates charged are measured by the size of the shipment and the desire of the competing roads to punish each other. Second: "Have

they, the railroads, a right to charge $47.50 on stock from Fairfield, and $40 a car from points west of Fairfield?" To this it may be replied that so long as no one at Fairfield is injured by such practice, no one has a right to complain. Competition sometimes renders it necessary to temporarily reduce rates at a given point, while no reductions are necessary at others, and while we deprecate the necessity for such action, we do not in such cases intend to injure any locality or individual, and in case of such apparent injury, shall always be willing to adjust the rates so as to remedy the complaint. As a matter of fact, however, we have no rate of $40 at any point west of Fairfield, and if this is intended as an accusation against us, it is untrue. Third: "Have they, the railroads, a right to furnish large cars for Chicago shipments, and compel parties shipping to Ottumwa to use small cars?" I think we have the right to do this, for the reason that the haul to Ottumwa is so short that hogs will bear some crowding, while for the long haul to Chicago more room should be given. It is the universal practice to use large cars for the long haul, and while we have very few small cars, and are seldom obliged to furnish them for any business, it is perfectly proper on humane as well as on business grounds to give the longer shipment the larger car. Fourth: "When a shipper has but one car of stock and is not entitled to a pass under the rules, is it his duty to buy a ticket and care for the stock, or is it the duty of the company to take charge of the stock and see that it goes through in good order?" Or, in other words, does the company in refusing to give the shipper a pass, when care is required for the stock, assume the responsibility of loss? The answer to this is that the care of live stock in transit, that is, the feeding, watering, etc., is the business of the owner and not of the carrier; that the carrier is bound to guard the stock against damage by accident to trains, but not against the effect of the weather, the physical condition of the animals, or the injury they may do each other.

The shipper may or may not accompany the stock, at his option. If he ships two cars the railroad furnishes him transportation gratis. We hold that this is voluntary, and not obligatory, and that in the case of shipment of one car no passes should be given. It is notorious that even under the present practice of giving a pass with not less than two cars, the railroads are constantly being swindled out of fares. Parties will ship two cars of hogs, and sell the permission to accompany them. The hogs receive no attention from such parties, and the road is defrauded out of the price of a ticket. Fifth. What is the proper length of time a shipper should have to load and unload a car of grain after notice? The proper place for the loading and unloading of grain is at the elevator, which is the legitimate depot of the company for that purpose, just as its freight house is the legitimate depository for merchandise. A car of grain can be loaded or unloaded at an elevator in a couple of hours, and we hold that no person has the right to demand and retain the use of our cars for a longer time to unload on track without compensation. In practice, however, no such rule in enforced, nor is there any standard rule in force by all roads. The general rule is that no extra charge is made for track loading or unloading when shippers use due diligence, or when there is no pressing demand for cars. It is easy to see that no absolute rule can be laid down which would be fair to both the public and the roads, under any and all circumstances, and the fifth question, as put, cannot be satisfactorily answered.

Very truly yours,

T. J. POTTER,
General Manager.

DES MOINES, June 12, 1883.

J. N. SMITH, ESQ., *Fairfield, Iowa:*

DEAR SIR—In reply to your letter of the May 28th, the Board instruct me to say in answer to your first question that section 1297 of the Code positively forbids pooling and prescribes a penalty as punishment for the same. This applies to all railway commerce in the State of Iowa. Whether it applies to inter-state commerce is a question that they understand has never been ju-

dicially determined, but would infer from the holding of our Supreme Court in the case of *John A. Carton vs. Illinois Central Railroad*, American and English R. R. cases, Vol. 6, page 305, that they would probably hold that the State could not control pooling where the hauling was from a point within the State to a point without the State.

Question 2. Have the railroads a right to charge $47.50 per car for cattle and hogs from Fairfield to Chicago and $40 per car from stations west on the same line of road, with a greater distance to haul? The officers of the Chicago, Burlington & Quincy Railroad Company say that they have no rate of $40.00 at any point west of Fairfield, and if this is intended as an accusation against them it is untrue. An examination of section 11, chapter 77, of the laws of the Seventeenth General Assembly, would seem to give color to the idea that the Legislature intended by the use of the words "like conditions and similar circumstances" to admit of a less rate at a competing than at a non-competing point, although the latter might be a less distance.

Question 3. Have the railroads a right to furnish large cars for Chicago shipments and compel parties shipping to Ottumwa to use small cars? The Commissioners think if the road has not enough large cars to supply all their customers that they have the right to say that the smaller cars shall be used for the short haulage; hogs will bear crowding for short distances. It is the universal practice as far as they have been able to ascertain to furnish the large cars for the long haul, and they think this discrimination proper.

Question 4. In shipping a single car of cattle, the company refuse to give a pass. They give a pass for two cars. Is it the duty of the shipper to buy a ticket and take care of his stock, or does the railroad company by its refusal to furnish a pass assume the responsibility of the care of the stock? The shipping contract, as the Commissioners understand, is simply a price for the carriage of a carload of live stock. The pass is voluntary and does not enter it, and while the railroad company cannot refuse to take the stock when tendered, they may refuse a pass unless custom may have added the pass to the original contract. At all events regulations governing its issue are proper, and they think generally reserved by the companies. The Board understand the holdings of the courts to be that the carrier is bound to carry the cattle safely, and is liable for any injury that may happen to them by accident to trains, rough handling, or anything that belongs to the management of the train.

Hutchinson on Carriers, section 218 says: "The liability of the common carriers of animals, it is said, is essentially different from that of the carriers of merchandise. While the common carriers are insurers of inanimate goods against all loss and damage except such as is inevitable or caused by public enemies, they are not insurers of animals against injuries arising from their nature, and which could not be prevented by vigilance and care. * * * Animals may injure or destroy themselves or each other; they may die from fright or from starvation, or they may die from heat or cold. In all such cases the carrier is relieved from responsibility if he can

show that he has provided all suitable means of transportation and exercised that degree of care that the nature of the property requires." * * * "If the animals are hurt from the carrier's negligence, or any misfortune happening to the train though not his negligence—as, for instance, the car leaving the track through some obstruction laid upon it—then he would be liable."

Lawson on Contracts, section 175: "The carrier of stock takes upon himself the duty of watering, feeding, and bestowing such care upon them as they may require. But by special contract, and in consideration of reduced fare, this duty may be assumed by the shipper. In such case, for a loss happening from a want of attention in this respect the carrier is not responsible if he has been guilty of no negligence—if he furnished adequate carriage, afforded reasonable opportunities to the owner or his agent to take care of the stock, and subjected them to no unnecessary delay in transportation." The Commissioners have not before them a copy of the live stock contracts, but as the above quoted authorities seem to authorize a limitation of liability, presume the railroad companies have framed them to meet all the contingencies that the law allows.

The railroad companies say that the passes as granted now are subject to great abuse. That parties ship hogs and sell the permission to accompany them, the hogs receive no attention, and the carrier is defrauded of the price of a ticket.

The fifth question, what is the proper length of time a shipper should have to load or unload a car? It takes about two hours to load or unload a car at an elevator. In the judgment of the Commissioners double this time, or four hours, would be the standard if the line was closely drawn. Cars in the busy season are worth probably in use from fifteen to twenty-five dollars for each twenty-four hours, the limit that they are to stand idle should be the shortest practicable time. This Board in the case of the *Township of Red Oak vs. the C., B. & Q. R. R.*, page 566 of the report of 1882, say that "there is no good reason why a farmer or merchant should not get the same rate an elevator man gets, provided he loads in substantially the same time," recognizing the length of time a car stands idle as the reason why rates might vary. The general rule as adopted by the railroads is that no extra charge is made for loading on track when there is no pressing demand for cars and the shippers use due diligence.

Very respectfully,

E. G. MORGAN,
Secretary.

J. J. BRUCE, ROLFE, IOWA, *Complainant*,
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent*.

For failure to deliver freight and baggage as marked.

Filed June 2, 1883.

ROLFE, IOWA, May 31, 1883.

Secretary of Board of Railroad Commissioners:

DEAR SIR—Please present to the Board the following complaint versus the Chicago & Northwestern Railway Company, for their investigation and recommendation.

The Chicago & Northwestern Railway crosses the Des Moines & Fort Dodge Railroad at Rolfe, Iowa, but refuses to take freight or baggage from this point or deliver here, yet they accept goods marked Rolfe, even when marked *via* Des Moines & Fort Dodge Railroad, and carry them to Bradgate, the nearest "billing" station on their line to Rolfe, and hold there, refusing to deliver at Rolfe. I enclose you bill of lading and letter, to give you an idea of the course pursued by the C. & N. W. R'y at this place.

I would represent further in this connection that Bradgate is on the east side of the Des Moines river, and whilst it is but seven miles from Bradgate to Rolfe, by the C. & N. W. R'y, it is more than ten miles by wagon road, and it is inconvenient for the public to get their freight from Bradgate to Rolfe. Would not the C. & N. W. R'y Co. be obliged to deliver goods at Rolfe when they assume a contract to that effect, which they do when they pick up freight marked Rolfe? The case I allude to is only one of a score of similar cases that are constantly coming to my knowledge, and which I will furnish proof of when necessary.

Respectfully yours,

J. J. BRUCE.

CHICAGO, May 29, 1883.

J. J. BRUCE, *Rolfe, Iowa;*

DEAR SIR—Referring to your letter of May 23d, I have to say that when we deliver you the goods at the nearest billing station to the point of consignment we have fulfilled our contract. The goods therefore at Bradgate are at your risk.

You can call for them or not as you please.

Yours truly,

R. C. RICHARDS,
General Claim Agent C. & N. W. R'y Co.

My letter above referred to was sent to agent at Bradgate and conveyed the intelligence that as the company had taken the freight and it was marked Rolfe, it was their place to deliver it at Rolfe.

J. J. BRUCE.

After making the above complaint Mr. Bruce notified the Commissioners that he did not wish them to proceed with the examination of the case at present, as he hoped to make some arrangement with the Chicago & Northwestern Railway Company that would be satisfactory. Since that time they have heard nothing further from Mr. Bruce, and have decided to dismiss the case from the docket.

A. B. DOWELL, VINTON, IOWA, *Complainant*,
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondents*.

Rights of passengers holding second-class tickets in sleeping cars.

Filed January 7, 1883.

VINTON, IOWA, June 2, 1883.

Railroad Commissioners, Des Moines, Iowa:

I have a case to lay before your honorable body. I bought a second-class ticket at Cedar Rapids to Bloomington, Nebraska, for which I paid $14.10. I took the sleeper at Belle Plaine, Iowa, for the night, for which I paid $2.50 for a berth. Then the conductor would not let me sleep in the berth unless I paid eighty-six cents more from there to Boone. I was tired so I paid the eighty-six cents under protest. Then the conductor left the train at Boone and told the other conductor that he had a kicker in the sleeper and he must look out for him, so he came in the sleeper and woke me up at twenty minutes of three o'clock and demanded of me $1.45 more. I asked him for what, and he said I had no right in that car unless I paid one cent per mile for every mile I rode in the sleeper. So I told him I would get out of the sleeper before I would pay that amount from that time until daylight, which would be about one hour and a half. I claim I paid the amount of railroad fare, $14.10. I further claim I paid all the sleeping conductor demanded of me, and I had just as good right to sleep in the sleeper as any one who had a first-class ticket. I want nothing only my rights, and I hope you will endeavor to inform me as to the question I ask. If I am right let me know, and if I am not right, please let me know. Hoping to hear from you by return mail, I remain

Yours very respectfully,

A. B. DOWELL.

This letter was acknowledged June 7th and referred to the Commissioners, who dictated the following reply:

DES MOINES, IOWA, June 13, 1883.

A. B. DOWELL, ESQ., *Vinton, Iowa:*

DEAR SIR—Your letter of June 2d is received, in which you state that you bought a second-class ticket from Cedar Rapids to Bloomington, Nebraska, and that you purchased a ticket for the sleeping-car, but were refused by the conductor the privilege of occupying the sleeping-car without paying in addition to your second-class fare the amount necessary to make your rate while in the car the same as a first-class passenger.

In reply to the complaint the Commissioners would state that sleeping-cars are put upon the railroads as an additional attraction for first-class passengers; that they are not run at a profit to the railroad company. The Pullman Palace Car Company receives the entire earnings of the cars, the railroad company keeping them in order and hauling them without any compensation. If the purchaser of a second-class ticket had the same rights in the sleeping-car that the purchaser of a first-class ticket did, there would be no first-class tickets sold, and the loss in passenger fares would be so serious as to compel the companies to withdraw these second-class tickets.

The Commissioners would regard this as a misfortune to the public, so long as men are willing to submit to the inconvenience of less comfortable accommodations for the purpose of getting cheaper transportation, they think that it would be a mistake to make any ruling that would deprive the second-class ticket-holder of the advantages of his economy. They are of the opinion that you have no right to complain in the case as stated.

Very respectfully,

E. G. MORGAN,
Secretary.

JAMES HALL, MILO, IOWA, *Complainant,*
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent.* } *Damages.*

Filed June 7, 1883.

MILO, IOWA, June 4, 1883.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—The Chicago, Burlington & Quincy Railroad passes through my farm, cutting through a hedge that I had planted, and which had grown very strong. The section men belonging to the railroad carelessly allowed fire to get in, ane burned the brush all off the hedge, leaving the stumps standing. The trains on the railroad were continually frightening my cattle and horses and driving them through the hedge, or through the board fence built by the company. In the summer of 1880, I think in June, one of my two-year old heifers was ruptured in the flank and died; another was also killed in September of the same year. In the spring of 1881 one of my colts was frightened by the cars and rendered worthless; and in 1882 they run one of my mares so that both her hind legs were spavined. It was agreed by Mr. Mallory and Mr. Stewart, of Chariton, that if I would give the right of way through my farm they would give me a fence along their road. Having confidence in the men I gave them the right of way, but no fence has been built as yet. The two heifers were thoroughbred Short-horns, and were worth one hundred and fifty dollars each, or three hundred dollars for both. The colt was worth fifty dollars, and the mare two hundred dollars, being a fine Hambletonian that I brought from Pennsylvania. The foregoing is a statement of facts, as I verily believe. Please give this your consideration, and let me hear from you.

Yours truly,

JAMES HALL.

Receipt of the above complaint was duly acknowledged and a copy sent to T. J. Potter, Esq., General Manager Chicago, Burlington & Quincy Railroad Company, who replied as follows:

CHICAGO, July 14, 1883.

E. G. MORGAN, ESQ., *Secretary, etc.*

DEAR SIR—I return herewith letter from Mr. James Hall, of Milo, received with your letter of June 7th. We have investigated this matter and find that Mr. Hall has nothing to show that the parties who built the road promised to fence it. However, we have now promised to build the fence this year, which will dispose of that matter. In regard to the claim for live stock killed, if Mr. Hall will present his claim, with all particulars, to Mr. W. F. Merrill, Superintendent Iowa Division, it will receive prompt attention, and if found to be a just one, will be paid.

Yours truly,

T. J. POTTER.

The above was duly communicated to Mr. Hall, with instructions to advise the Board of the result of his negotiations. Reply was received as follows:

MILO, IOWA, August 13, 1883.

E. G. MORGAN, ESQ.:

DEAR SIR—I received your letter, and also one from Mr. Ballou, on the same day. Mr. Ballou came here last week and we settled. The company pays me one hundred and fifty dollars and builds a fence this year; so I am very well satisfied; and I thank the Commissioners for the advice received and the assistance rendered in bringing about a settlement.

Yours truly,

JAMES HALL.

HENRY SHOPBELL, MT. UNION, IOWA, *Complainant*,
vs.
BURLINGTON & NORTHWESTERN RAILWAY COMPANY, *Respondent*.
} *Damage to property.*

Filed, June 13, 1883.

MT. UNION, HENRY COUNTY, IOWA, June 12, 1883.

To the Honorable Board of Railroad Commissioners:

GENTLEMEN—I live on the eastern line of Henry county, Iowa. The Burlington & Northwestern Railway runs through my farm about the center, and in building the road they dammed the water back on the south side of the road until it is ruining my farm, or that portion that lies south, a little more than half of it. The water comes from the south until it strikes the wood embankment, and then there is not sufficient escape for it. To-day the water is just literally covering the south part of my place, and I expect will ruin my crops before it can get away. Last fall and this spring I tiled my land at a heavy expense, and now the water backed up on it by the railroad renders it of no use whatever. I have tried ever since the road was built to have them remedy it, and they continually promise, but never do anything. A few weeks ago I wrote to Mr. Gerry, the Superintendent at Burlington. He wrote me he would investigate the matter the first time he passed over the road I learn he has passed over it since, but I see nothing to remedy the thing yet. Now, if there is any remedy for me, and if it lies through your Honorable Board please let me know, for my crops will soon be ruined, as they have been two or three times before. If you require any further information in regard to myself, you can obtain it by addressing any of the following gentlemen: Hon. Lot Abraham, State Senator; John S. Woolson, ex-Senator; M. L. Andrews, Clerk of the Courts, Mt Pleasant, Henry county, Iowa.

If it is any part of your duties to investigate this complaint, please attend to it at your earliest opportunity, as time is of vast importance to me now. I can furnish you any amount of testimony on the subject.

Yours truly,

HENRY SHOPBELL.

DES MOINES, IOWA, June 13, 1883.

HENRY SHOPBELL, ESQ., *Mt. Union, Iowa:*

DEAR SIR—Your letter of yesterday is received, with complaint against the Burlington & Northwestern Railway Company for damage to your farm by reason of the damming of the water by them. The Commissioners do not understand that under the law creating the Board they have any jurisdiction over the building of railroads. They instruct me, however, to write the Superintendent of the B. & N. W. R'y and call his attention to your complaint, and as soon as I hear from him I will write you.

By order of the Board.

E. G. MORGAN,
Secretary.

A copy of Mr. Shopbell's complaint was sent to John T. Gerry, Superintendent Burlington & Northwestern Railway, and he was requested to see if the matter could be remedied.

Mr. Gerry replied as follows:

BURLINGTON, IOWA, June 14, 1883.

DEAR SIR—I am in receipt of your communication of June 13th, enclosing complaint of Mr. Henry Shopbell, relative to insufficient drainage on his farm, across our roadbed. Mr. Shopbell's farm land is very flat, with scarcely any natural drainage, and prior to the building of the railroad, and the cutting of ditches along our embankments, the case was much worse than at present. No crops have been raised during the last two years on these flats, and I presume Mr. Shopbell, unfortunately, is no exception to the rule. The drainage seems to be free across our roadbed, and I really can see no cause of complaint. I was over the road the morning of June 5th, after an extremely heavy rain storm. Mr. Shopbell's land showed no signs whatever of any overflow from this storm, in fact there was less water than on any land I saw in this vicinity on either side of the railway.

The acreage drained through the opening of which Mr. Shopbell complains, does not exceed a half section—say three hundred acres. The opening is not far from three feet by ten feet—a great deal more waterway than is usually considered necessary in these places. I have never seen along our embankments any evidence of back water. Several wet seasons in succession have rendered the corn crop in this part of the State a total failure, and brought great hardship on the people and loss to the railway company, and has led land owners, when they could command the means, to expend large sums for drainage, and, perhaps, also, to blame the railroad for insufficient waterway without just cause. This complaint is one of a good many similar ones, which, if the complainants could succeed in making good, would render an enlargement of all the small waterways necessary on all of the old lines. I really cannot see that Mr. Shopbell has any cause of complaint.

Yours very truly,

JOHN T. GERRY.

This case was investigated by Commissioner Coffin, who visited the premises in person, and the matter was finally adjusted to the satisfaction of all parties interested.

JOSEPH A. WASSON, ROSCOE, KANSAS, *Complainant*,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent*. } *Damages.*

Filed June 14, 1883.

ROSCOE, GRAHAM CO., KANSAS, June 8, 1883.

To the Honorab Board Railroad Commissioners of Iowa:

GENTLEMEN—I wish to inform your Honorable Body of the injustice done by the officers or agents of the Chicago, Milwaukee & St. Paul Railway Company. I shipped a box of goods from North McGregor, Iowa, to be sent to Logan, Kansas, over the Missouri Pacific Railway from Council Bluffs, and I have never heard from it. I have written to the general manager of the road, but can get no answer from him. I wrote and informed him that unless I heard something from the box in ten days, I should be compelled to present a bill for the value of it. There are things in the box that I cannot afford to lose. I worked for the company all last winter, and then had to spend part of my wages to come home over their road, and yet they cannot condescend to deliver me my goods. I wish to know how I shall proceed to secure the goods or the money for them. I would rather have what is in the box than fifty dollars. That is what I claim clear of all expenses and will have to rely on your decision to get it. I am invalid soldier and have to live mostly on my pension, which is small. I hope your Honorable Board will be kind enough to give me an early answer.

Yours respectfully,

JOSEPH A. WASSON.

Receipt of the above was duly acknowledged and a copy sent to S. S. Merrill, Esq., General Manager Chicago, Milwaukee & St. Paul Railway, requesting him to investigate the matter. The following letter was received in reply:

MILWAUKEE, July 18, 1883

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Referring to complaint of Joseph A. Wasson, inclosed in your letter of the 3d instant. It appears that we accepted the shipment with charges guaranteed, but upon reaching our connection, the connecting line demanded prepayment and thus delayed the freight, waiting to obtain the amount of charges from Mr. Wasson. The acceptance of the freight with charges guaranteed, subjected us to the trouble of afterwards obtaining the amount, before goods could be forwarded. It appears to have subjected us also to the complaint of the very person we undertook to accommodate.

Yours truly,

ROSWELL MILLER.
Assistant to Manager.

DES MOINES, IOWA, July 20, 1883.

JOS. A. WASSON, *Roscoe, Kansas:*

DEAR SIR—I am in receipt of a letter from the General Manager of the Chicago, Milwaukee & St. Paul Railway, in which he says that the connecting line at Council Bluffs, demanded payment in advance before they would take the goods. This delayed the goods at Council Bluffs until you could be heard from and the freight paid. Have you received your box of goods? If not, have you been notified of the charges due thereon and sent them?

Yours truly,

E. G. MORGAN,
Secretary.

WHITFIELD, KANSAS, August 1, 1883.

Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Yours of July 20th at hand. The box was received two weeks ago, with the goods in a damaged condition. They laid in the Council Bluffs freight house during the recent flood, until everything was wet and ruined. As soon as the Missouri Pacific refused to take the freight, it was the duty of the agent at Council Bluffs to notify the agent at North McGregor, to inform me of the matter, he having my address. The bedding and other clothing were entirely ruined. I also find that the box had been opened and some articles are missing, the box having been nailed up again. I had bought hoop iron and fastened it all around. I think the company ought to refund the freight charges which were eight dollars and sixty cents. I will leave this for your Honorable Board to decide. If you can collect the amount, I shall feel grateful to you for your kindness.

Respectfully,

J. A. WASSON.

DECISION OF THE COMMISSIONERS.

On the thirteenth day of March, 1883, Joseph A. Wasson delivered to the Chicago, Milwaukee & St. Paul Railway at North McGregor, for shipment, a box of household goods.

The station agent gave the following receipt:

"NORTH MCGREGOR STATION, March 13, 1883.

"Received of J. A. Wasson in apparent good condition as below. Marked and consigned to J. A. Wasson, Logan, Kansas. Description—One box of household goods, 'Owner's risk.' Charges guaranteed.

"A. E. SMITH, *Agent.*"

On June 8th, 1883, eighty-seven days after shipment, Mr. Wasson writes the Commissioners that the box has not been received, that he has written the general manager of the road and can get no answer, and that the value of the contents of the box was more than fifty dollars.

On June 23d, one hundred and two days after shipment, Mr. Wasson writes the Board that he has received a letter from the agent at North McGregor saying that the box was shipped on March 15th, but that the Union Pacific Railroad Company refused to accept it because the charges were not prepaid, and the box was held in the freight house at the C., M. & St. P. R'y at Council Bluffs for prepayment of charges.

On the first of August, Mr. Wasson writes the Commissioners that the box was received two weeks before, or about July 17th, one hundred and twenty-six days after shipment, the contents in a damaged condition, that it lay in the Council Bluffs freight house during the flood and that everything was wet and ruined, that the box had been opened and some articles taken out, and had been nailed up again. It was, when delivered to the company, bound with hoop iron, and fastened all around. He asks, in lieu of all damages, that the company refund the freight charges, which are eight dollars and sixty cents.

The railroad company raised no question as to the facts as stated by Mr. Wasson, but for answer say that they accepted the shipment with charges

guaranteed and upon reaching their connection prepayment of freight was demanded and the delay was occasioned by their waiting to receive the amount of the charges from Mr. Wasson. The acceptance of the freight with the charges guaranteed subjected them to the trouble of afterward obtaining the amount of freight charges before the goods could be forwarded, and the effort to accommodate Mr. Wasson has really become the source of his complaint.

This case brings up for settlement a matter that has been incidentally reached before, but upon which no opinion has ever been given by the Commissioners. That is, what are the duties imposed upon a railway company by accepting goods and shipping them with freight charges guaranteed? It is true that the railway company might properly have refused to receive this box without prepayment of freight. This right it did not choose to exercise, and waived. It carried the goods to its western terminus, and the legitimate inference from the facts as stated is that they were left in the freight house without any effort to forward them for about one hundred days, or until the inquiries from this office set some one to looking them up. M. Wasson's statement that his letters of inquiry were unanswered has not been questioned, and we presume is admitted. If Mr. Wasson's statement is correct, during the one hundred days the goods were in the freight house at Council Bluffs they were injured by the flood. It will hardly be claimed that a flood in June would be such an act of God as to relieve the company from liability for goods that should not have been in transit more than six days and were shipped from North McGregor March 15th.

The Commissioners are of the opinion that the duty imposed on the company, notwithstanding all the guards that could be thrown around the bill of lading, requires that after accepting the guarantee for the freight charges, on the refusal of the connecting line to take them without prepayment, was to use due diligence to procure the money for payment and accept the responsibility voluntarily assumed of forwarding them to destination without unnecessary delay, and that the company has failed to exercise it, in fact been guilty of gross negligence.

They believe under the circumstances that the claim of Mr. Wasson for damages to the amount of eight dollars and sixty cents is certainly moderate, and say to the C., M. & St. P. R'y Co. that this amount should be paid by them to Mr. Wasson. While it was not necessary in this case to enunciate their views on this point fully, the Commission are prepared to go further and say that the acceptance of a guarantee means something, and voluntarily entering it upon the bill of lading places the company in the relation of guarantor to connecting lines, and if advanced charges are demanded, imposes on it the duty of advancing the freight to all connecting lines. The railway company is not compelled to accept any guarantee, but when it does accept, has the means of knowing whether the guarantor is responsible and the alternative of demanding prepayment.

Des Moines, August 22, 1883.

MILWAUKEE, August 25, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I am in receipt of yours of the 23d inst., inclosing decision of the Commissioners in the complaint of Joseph A. Wasson. I have directed voucher to be made in favor of Mr. Wasson for $8.60.

I think the Commissioners err, however, in their construction of the effect of a guaranty of charges, and claim that it is nothing more than a guaranty that the charges will be paid at destination. It is not by any means equivalent to prepayment, nor does it involve the railroad company in an obligation to advance money to prepay the freight on connecting lines—for which the company receives no consideration.

It may be, as stated, that the acceptance of a guaranty of charges obligates the company accepting the guaranty to assume the relation of guarantor to a connecting line. Such is the custom, but it clearly does not impose upon it the obligation to actually prepay the charges of a connecting line which refuses to accept its guaranty.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

The Commissioners are in receipt of several letters from Mr. Wasson, complaining that the eight dollars and sixty cents has not been paid as promised in Miller's letter of August 25th. They regret the negligence, as it undoubtedly works injury to a party that has been wronged by gross neglect of an obvious duty of the company.

Mr. Miller's limit of the duty of guarantor is so clearly at variance with the objects for which the guarantee is made on perishable freight, that it seems hardly necessary to discuss it. The carrier has the option of demanding prepayment. The object of the guarantee is that the freight shall not be delayed and perish from the delay, and the carrier shall receive his hire. Both parties acquire rights under a guarantee.

SHAVER & DOWS, CEDAR RAPIDS, IOWA, *Complainants*,
vs.
"THE JOINT WESTERN CLASSIFICATION," *Respondent*. } *Discrimination.*

Filed June 16, 1883.

CEDAR RAPIDS, IOWA, June 15, 1883.

Railroad Commissioners State of Iowa, Des Moines:

GENTLEMEN—We addressed a letter, June 11, 1883, to all the western railroads connected with the "Joint Western Classification" of May 1st, and herein find answers from some of the general freight agents of these roads. You must be aware that this classification is a great injury to the manufacturing interests of our State, and unless remedied at an early day will take thousands of dollars from the pockets of our manufacturers. We cannot successfully compete against such unjustifiable discrimination. We have no remedy known to us, to meet such unfairness, unless it is through your Honorable Board. Gentlemen, we hope you will take this matter up at once, and provide some remedy to relieve our manufacturers. Would be pleased to hear from you soon.

Yours truly,

SHAVER & DOWS.

CEDAR RAPIDS, IOWA, June 11, 1883.

General Freight Agent Chicago, Rock Island & Pacific Railway Company:

DEAR SIR—We notice in your "Joint Western Classification" of May 1st, that you classify crackers fourth class, and we understand this only applies to "Illinois cracker bakers." We, by reason of this, labor under great disadvantage, as our customers are compelled to pay the old rates over all your lines of road, in and out of the State. We consider this a discrimination in favor of the Chicago manufacturers, which we believe to be a great hindrance to a successful competition, and injurious to the manufacturing interest of our business. We hope that you will take this matter under consideration, and answer at an early date. In case we do not hear from you in a reasonable time, we will be compelled to lay our grievances before the Railroad Commissioners of our State.

Yours truly,

SHAVER & DOWS.

CHICAGO, June 14, 1883.

MESSRS. SHAVER & DOWS, *Cedar Rapids, Iowa:*

GENTLEMEN—Replying to yours of 11th, relative to classification on crackers, will state that the lines which are parties to the "Joint Western Classification" are now negotiating with the Iowa State Commissioners, with the view of having this classification apply to inter-State business; until, however, this point is decided we cannot take any separate action in the matter. We trust a decision will be arrived at in a week or so.

Yours truly,

W. M. SAGE,
General Freight Agent Chicago, Rock Island & Pacific Railway Company.

OFFICE OF THE ILLINOIS CENTRAL RAILROAD COMPANY.
CHICAGO, June 12, 1883.

SHAVER & DOWS, *Cedar Rapids, Iowa:*

GENTLEMEN—We apply the "Joint Western Classification" of May 1st locally in Iowa; that is, we use the same classification through from Chicago to points in Iowa and locally, and when your consignments reach our line they have the benefit of the same classification as though shipped through from Chicago or Dubuque.

Yours truly,

H. L. SHUTE,
General Freight Agent.

CHICAGO, June 13, 1883.

MESSRS. SHAVER & DOWS, *Cedar Rapids, Iowa:*

GENTLEMEN—Your favor of the 11th received. As yet the "Joint Western Classification" applies only on *inter-state business*, the question of the application of it to business between points in interior Iowa being considered now, and I believe is before the Railroad Commissioners of your State. The railroads interested are willing to put it into effect, and if you can do anything to convince the Railroad Commissioners that it would be a good idea to adopt it, you might hurry things along by doing so.

Yours truly,

PAUL MORTON,
First Ass't General Freight Agent C., B. & Q. R. R. Co.

DES MOINES, IOWA, June 18, 1883.

MESSRS. SHAVER & DOWS, *Cedar Rapids, Iowa:*

GENTLEMEN—In your letter of June 15th you say that "this classification is a great injury to the manufacturing interest of our State, and unless remedied at an early date will take thousands of dollars from the pockets of our manufacturers. We cannot successfully compete against such unjustifiable discrimination."

The Commissioners are very desirous of having some light upon this subject. Will you kindly point out where the present classification differs from the former, and in what manner each and every one of these differences injuriously affects the Iowa manufacturers?

Very respectfully,

E. G. MORGAN,
Secretary.

CEDAR RAPIDS, IOWA, June 19, 1883.

Railroad Commissioners, State of Iowa:

GENTLEMEN—Your favor of the 18th instant, received, in which you refer to our letter of the 15th, and request us to state wherein the "Joint Western Classification" affects our business. This classification was put in force by all the western roads May 1st, allowing "eastern bakers" to send crackers to our State, giving them fourth class on small shipments and refusing to grant us the same classification, our customers in and out of the State paying former rates: first class on small lots, third class on ten barrel lots, and fourth class on three thousand pound lots. We give you the different points in our State as we take them from the Chicago & Northwestern Railway tariff sheet. This applies to a few points and only to the Chicago & Northwestern Railway Company, while we are affected equally as much by all the roads that have adopted this classification, and doing business in our State:

FROM CHICAGO—	FROM CEDAR RAPIDS—
To Tama City, 40 cents per hundred pounds.	29 cents per hundred pounds.
To Marshalltown, 40 cents per hundred pounds.	35 cents per hundred pounds.
To Boone, 42 cents per hundred pounds.	44 cents per hundred pounds.
To Carroll, 45 cents per hundred pounds.	49 cents per hundred pounds.
To Dunlap, 45 cents per hundred pounds.	54 cents per hundred pounds.
To Council Bluffs, 29 cents per hundred pounds.	58 cents per hundred pounds.
To Des Moines, 23 cents per pound.	46 cents per hundred pounds.
To Odebolt, 40 cents per hundred pounds.	45 cents per hundred pounds.
To Missouri Valley, 40 cents per hundred pounds.	49 cents per hundred pounds.
Uo Maple River Junction, 40 cents per hundred pounds.	42 cents per hundred pounds.
To Webster City, 41 cents per hundred pounds.	45 cents per hundred pounds.
To Elmore, Minn., 55 cents per hundred pounds.	76 cents per hundred pounds.

We are obliged to make up this difference to our customers, at all points where differences exist, or lose our trade. In course of the year it would make a difference of thousands of dollars to us, to equalize freights at all these points. We must have some remedy, and that speedily.

Yours truly,

SHAVER & DOWS.

DES MOINES, IOWA, June 20, 1883.

MR. WILLIAM S. MELLEN, *Chairman Joint Western Classification Committee, Chicago, Ill.:*

DEAR SIR—I beg to hand you herewith a letter received this morning from Messrs. Shaver & Dows of Cedar Rapids, Iowa, and ask you to explain to the Commissioners the reason for so great a difference as seems to exist in the rates from Chicago and Cedar Rapids to Des Moines and Council Bluffs.

Very respectfully,

E. G. MORGAN,
Secretary.

CHICAGO, June 23, 1883.

DEAR SIR—Replying to your favor of June 19th: The rates given by these gentlemen as being the rates charged by this company upon crackers from Chicago and Cedar Rapids are, in some instances, incorrect. I have noted in pencil the correct figures, as per our current tariff and the different classifications in force.

The differences arise from the fact that there are three different classifications and tariffs in effect upon business between the points in question. Between Chicago and all the places named, Joint Western Classification applies.

Between local stations upon the lines of this company, within the State of Iowa, business is subject to Revised Joint Classification and Iowa local distance tariff, while between Cedar Rapids and Elmore, Minnesota, Inter-State Classification and distance tariff are at present in effect.

This company and the Chicago, Milwaukee & St. Paul Railway Company have already decided to adopt Joint Western Classification upon Inter-State traffic, and if the same should be adopted locally within the State of Iowa, the uniformity desired will be thereby secured.

Below is a comparative statement showing rates now in effect between the points designated by Messrs. Shaver & Dows, under the present classification, and the rates which would apply under Joint Western Classification, upon crackers in lots of less than 1,000 pounds:

FROM CEDAR RAPIDS TO	Present rates.	Rates under Joint Western Classification.
Tama	29	15
Marshalltown	35	16
Boone	44	21
Carroll	49	24
Dunlap	54	27
Council Bluffs	58	29
Des Moines	46	22
Odebolt	52	26
Missouri Valley	58	29
Maple River Junction	50	25
Webster City	45	22
Elmore, Minnesota	76	48

In April last there was a material reduction upon crackers, less than 1,000 pound lots, in Joint Western Classification, from second to fourth class.

Yours truly,

WM. S. MELLEN,
General Freight Agent Chicago & Northwestern Railway Company.

To HON. E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa.*

DES MOINES, IOWA, July 12, 1883.

MESSRS. SHAVER & DOWS, *Cedar Rapids, Iowa:*

DEAR SIRS—With this please find reply from Chicago & Northwestern Railway Company in regard to your communication of June 19th. The reply is a little indefinite as to what the future action of the Company will be in regard to the local rates in Iowa. If the company adopts the rates as named under head of Joint Western Classification will it be satisfactory to you?

Yours,

L. S. COFFIN.

CEDAR RAPIDS, IOWA, July 13, 1883.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—We are in receipt of your favor of the 12th, carefully noting contents of letters. We cannot see anything in Mr. Mellen's letter that gives us any encouragement. We don't understand him to say that he will put in force the Joint Western Classification so as to apply in our State; but does say what the advantages would be to us if adopted. We would be quite satisfied with the rate named if put in force, but this is only one road we ship over. What say the Chicago, Burlington & Quincy and Chicago, Rock Island & Pacific people? We ship largely over all these roads, and the discrimination equally affects us. We have always supposed that the State Railroad Commission was created to handle just such difficulties, and to have them properly adjusted. But we have waited about two months relying on the Board of Commissioners to help us out, and in our correspondence with the railroad people, they claim that our State Commission stands in the way, or this Joint Westsrn Classification would have been adopted in our State. If this be true, we will simply say, you are killing the manufacturers of our State by giving the manufacturers of other States the advantage of us. If you cannot help us, say so, and we will try some other means.

Yours respectfully,

SHAVER & DOWS.

DES MOINES, IOWA, July 18, 1883.

WM. S. MELLEN, *Chairman Joint Western Classification Committee:*

DEAR SIR—Your letter of July 12th received and contents noted. The Commissioners would have replied to your former letters definitely, but have been delayed by what they regarded as a protest from Messrs. Shaver & Dows, of Cedar Rapids, against the adoption of the Joint Western Classification for Iowa. They have waited, before writing you finally, to get their objections in such shape as to give them due consideration. They are now in receipt of a letter from that firm that seems to indicate that their interests would be served by the extension of that classification over the Iowa roads. From an examination of the details of the classification and a comparison with former ones, they are of the opinion that it will work to the advantage of Iowa business, and are willing to recommend its adoption. They however desire to reserve the right to suggest revision, should, at any time in the future, anything develop that satisfies them that any part of it works injury to Iowa interests.

Very respectfully,

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, July 15, 1892.

MESSRS. SHAVER & DOWS, *Cedar Rapids, Iowa:*

GENTLEMEN—On June 16th the Commissioners received a letter from you protesting against the Joint Western Classification of May 1st, *as stated by you.* The classification, adopted May 31st, to take effect June 15th, was before the Board on the application of Mr. William S. Mellen, chairman of the Joint Western Classification Committee, representing eighteen lines of railway, including those doing business in the State of Iowa, to-wit: Burlington, Cedar Rapids & Northern Railway, Central Iowa Railway, Chicago, Burlington & Quincy Railroad, Chicago, Milwaukee & St. Paul Railway; Chicago & Northwestern Railway, Chicago, Rock Island & Pacific Railway, Chicago, St. Paul, Minneapolis & Omaha Railway, Des Moines & Ft. Dodge Railroad, Illinois Central Railroad, Minneapolis & St. Louis Railway, Sioux City & Pacific Railroad, Union Pacific Railway, Wabash, St. Louis & Pacific Railway. The committee asked the approval of the Iowa Commissioners before adopting it.

The Board had carefully examined this classification in detail and compared it with former classifications, and while in some things it increased the rates slightly, they had reached the conclusion that on the whole it was a great advantage to the shippers of the State. They feared that the classifications A, B, C and D might work hardship to localities. Before being fully satisfied, your letter of June 15th was received; from that time to this they have endeavored to find out from you where the adoption of this classification in the State of Iowa would work injury to your interests. Your letter of July 13th, which seems to be intended to instruct the Commissioners in their duties, incidentally admits what the Board had all along supposed to be true—that the adoption of the Joint Western Classification would be an advantage to you.

Your first letter was dated June 15th; your last, in which you say "you have waited two months on the Commission to help you out," is dated July 13th, a discrepancy of more than a month. Had you informed the Board, as you do in your last letter, that the classification as applied to Iowa would meet your views, it would have been better than dealing in loose expressions, sometimes incorrect, from which it was difficult to arrive at your meaning.

Very respectfully,

E. G. MORGAN,
Secretary.

F. M. SLAGLE & CO., ALTON, IOWA, *Complainants*,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent*. } *Discrimination.*

Filed June 18, 1883.

The original petition in this case was sent the General Manager of the Chicago, Milwaukee & St. Paul Railway June 19, 1883. Subsequent to that time the complainants informed the Board that the matters complained of had been satisfactorily adjusted by the railway company and asked to have the case dismissed.

So ordered by the Board.

CUTLER & LINDON, ROCKFORD, IOWA, *Complainants*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondents*. } *Damages.*

Filed June 20, 1883.

ROCKFORD, IOWA, June 19, 1883.

Board of Railway Commissioners, Des Moines, Iowa:

GENTLEMEN—We write you regarding a claim we have against the Burlington, Cedar Rapids & Northern Railway Company. The facts in the case are these: The firm of Damson & Cutler, now Cutler & Lindon, loaded into Minneapolis & St. Louis cars 2940 and 2396, 56,000 pounds of ground feed, consigned to A. B. Taylor, St. Paul, Minnesota. These cars were shipped May 6, 1882; were wrecked the same day at Glenville, Minnesota. The feed was sold in St. Paul at thirty dollars per ton, "to arrive."

The cars were a total wreck, and the feed, which was in sacks, had to be transferred into other cars. The feed did not arrive in St. Paul until several days past due, and part of it the buyer refused to take at price sold at, and made a reduction of one dollar per ton on twelve tons; and in weighing out the feed it was 8,928 pounds short.

We put in a bill for damages as follows: 8,928 pounds of feed at $30 per ton, $133.92; loss of sale, one dollar per ton on twelve tons, $12; total, $145.92. The Burlington, Cedar Rapids & Northern Company seem to pay no attention to our claim whatever. It seems to us the claim has run so long that we are entitled to interest on it.

We can send affidavits of our weights here, also of our commission firm regarding the sale of the feed. The account of sales of the feed that remained, also our bill for damages, are at the general office of Burlington, Cedar Rapids & Northern Railway in Cedar Rapids; and our claim is numbered 3,109. We do not wish to bring suit against the railway company unless absolutely necessary, as we have been in business here six years as shippers, and are on the best of terms with the company, this being the first claim for damages we have ever had.

Respectfully,

CUTLER & LINDON.

This complaint was sent to the General Superintendent of the Burlington, Cedar Rapids & Northern Railway, who answered as follows:

CEDAR RAPIDS, July 2[illegible], 188[illegible]

E. G. MORGAN, *Secretary, &c.:*

DEAR SIR—Have yours of June 28th, regarding claim of Cutler & Lindon, of Rockford, and would say that the matter has been undergoing close investigation, and we find the facts are very widely at variance from the claim as made by them. The matter, however, will be personally adjusted with them during the coming week.

Yours truly,

C. J. IVES,
General Superintendent.

ROCKFORD, IOWA, November 6, 188[illegible]

E. G. MORGAN:

DEAR SIR—The Burlington, Cedar Rapids & Northern Railway Company paid us $80.00 on our claim of $145.92, and wished us to send them additional particulars from our commission firm in Minneapolis, which we did. Since that we have heard nothing from them. The amount of the matter is, that the train our feed was in ran over a steer and the engine and several of the cars were thrown from the track and wrecked, among them our two cars of feed, which were thrown in a ditch and a good deal of it wet and spoiled. Our claim is an honest one and should be paid. All the papers in the case are in the general office at Cedar Rapids, and we are willing to abide by the decision of any disinterested party. The B., C. R. & N. R'y Co., seem to want to place part of the damage on the Minneapolis & St. Louis Railway Company.

As it has been now eighteen months since the cars were wrecked and there is no reason why payment should be deferred any longer.

CUTLER & LINDON.

DES MOINES, IOWA, November 25, 1883.

C. J. IVES, *General Superintendent B., C. R. & N. R'y, Cedar Rapids, Iowa:*

DEAR SIR—This Board is in receipt of a letter from Cutler & Lindon, of Rockford, Iowa, dated November 6th, in which they say that they have received eighty dollars on their claim of $145.92, and were requested by you to send additional particulars from their commission house at Minneapolis, which they did. Since then they have heard nothing further, and feel that it is time that this matter was closed. Will you please give them attention and advise us.

By order of the Board.

E. G. MORGAN,
Secretary.

On the 28th of December a letter was received from complainants, stating that their claim had been satisfactorily settled.

CHARLES CANFIELD, ESTHERVILLE, IOWA, BY HIS ATTORNEY, HOWARD GRAVES, *Complainant*,
vs.
CHICAGO, MILWAUKEE, & ST. PAUL RAILWAY COMPANY, *Respondent*.

Overcharge on freight.

Filed June 27, 1883.

ESTHERVILLE, IOWA, June 25, 1883.

HON. E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Inclosed I hand you duplicate of freight bill paid the Chicago, Milwaukee & St. Paul Railway, at this station, wherein a common sized dry goods box full of household goods weighing three hundred and forty-six pounds, is charged $7.50 freight from Chicago to this place, probably five hundred miles, and $2.50 freight from Danbury, Connecticut. Is this according to any white man's schedule of tariff rates? Of course I mean from Chicago west. If so, all right, if not please advise as to the proper steps to be taken to recover the money so feloniously taken.

Yours truly,

HOWARD GRAVES.

This complaint was sent S. S. Merrill, General Manager Chicago, Milwaukee & St. Paul Railway, to which Mr. A. C. Bird, General Freight Agent, replied as follows:

MILWAUKEE, July 5, 1883.

E. G. MORGAN, *Secretary, etc.:*

Referring to the inclosed complaint from Mr. Howard Graves, Estherville, Iowa. We have no way of telling what was in the box shipped from Danbury, Connecticut, and which was sent forward as containing "sundries." We rated the goods double first class, as that is the legal charge when shipped under such a general term. If Mr. Graves will prove to us that the box contained goods rated at first class, we will be glad to make the necessary refund.

A. C. BIRD.

This letter was sent Mr. Graves, who replied as follows:

ESTHERVILLE, IOWA, August 3, 1883.

HON. E. G. MORGAN, *Secretary, Des Moines:*

DEAR SIR—Herein I hand you affidavit of Chas. Canfield, as to contents of box of freight received by him, and which was charged double rates by Chicago, Milwaukee & St. Paul Railway Company; also, I hand you another freight bill of same company, to same party, with affidavit annexed. In this last, complaint was made to the company at the time and no satisfactory explanation was made, The contents of the box were holiday presents from friends, delayed *en route*. I note the explanation of the railway company as to how the overcharge occurred, but as "sundries" means different things, as per Webster, I cannot think the explanation was intended to explain—only a very small hole out of which to crawl—in case complaint was made about their extortionate charges.

Yours very respectfully,

HOWARD GRAVES.

These affidavits and the second freight bill were sent to Mr. S. S. Merrill, General Manager Chicago, Milwaukee & St. Paul Railway Company, and was answered as follows:

MILWAUKEE, August 7, 1883.

E. G. MORGAN, *Secretary, etc.:*

Referring to yours of 4th instant, complaint of Howard Graves for Chas. Canfield, and returning papers herewith, we charge double first class rates on all packages billed or described by shippers as sundries or merchandise. Household goods are rated as first class; and if this property had been represented as household goods, we should have charged first class only. It does not seem proper to us in default of such representation at the time of shipment, that we should be under the burden of refunding the charges which were proper for the goods described by the shipper. If you decide otherwise, and the expense bills and certificates are returned to us, we will refund.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

DES MOINES, IOWA, August 21, 1883.

ROSWELL MILLER, *Assistant to the General Manager Chicago, Milwaukee & St. Paul Railway, Milwaukee, Wisconsin:*

DEAR SIR—Your letter of the 7th has been considered by the Commissioners. While your position is unquestionably tenable, that a box marked sundries, should follow the schedule and pay the rates established in the classification, still in view of the fact that the freight is a large percentage of the value of the goods, and the shipper had no means of obtaining knowledge of the distinction made, the Board suggests that you act on the suggestion made in the last clause of Mr. Bird's letter of July 5th: "If Mr. Graves will prove to us that the box contained goods rated as first class, we will be glad to make the necessary refund." We return the affidavits and bills; also Mr. Bird's letter.

Respectfully,

E. G. MORGAN,
Secretary.

To this letter Mr. Miller replied on August 23d, that a voucher had been drawn in favor of Mr. Graves for the difference between the tariff for household goods and sundries.

DES MOINES, IOWA, October 6, 1883.

ROSWELL MILLER, *Assistant to the Manager Chicago, Milwaukee & St. Paul Railway, Milwaukee, Wisconsin:*

DEAR SIR—In the matter of the complaint of Howard Graves for Charles Canfield, of Estherville, Mr. Graves writes this office under date of October 4th: "Have heard nothing from the railway company," etc.

August 23d you wrote the Board you had directed that a voucher be made, etc. Has voucher been sent?

Respectfully,

E. G. MORGAN,
Secretary.

MILWAUKEE, October 8, 1883.

E. G. MORGAN, *Secretary, etc.:*

DEAR SIR—Replying to yours of the 6th instant, notice was sent to Mr. Graves, through our agent at Estherville, September 20th, that voucher would be made in his favor for $3.70, amount of overcharge, if satisfactory to him. Since which we have not heard anything from the agent in regard to the matter, and suppose that he has been unable to find Mr. Graves.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

Mr. Canfield accepted the $3.70, and case was closed October 11, 1883.

MRS. WATSON, SIOUX CITY, IOWA, BY HER ATTORNEY, J. O'DONOVAN ROSSA, *Complainant,*
vs.
CHICAGO & ALTON RAILROAD COMPANY, KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS AND SIOUX CITY & PACIFIC RAILROAD COMPANIES. *Respondents.*

Overcharges on household goods.

Filed June 28, 1883.

SIOUX CITY, IOWA, June 26, 1883.

To the Board of Railroad Commissioners, Des Moines, Iowa;

GENTLEMEN—Some six weeks since, one Mrs. Watson made a contract with the Chicago & Alton Railroad Company to transport a carload of household goods from St. Louis to Sioux City, Iowa, for the price of $50.00. On their arrival here, some five weeks since, the Sioux City & Pacific Railroad Company refused to deliver the same unless the sum of $68.00 was paid, viz: $18.00 over and above the contract price. This $18.00 was paid, on the distinct understanding that the same was to be repaid within a week, when the matter would be settled. The Chicago & Alton people say that they have done their part, and cannot understand why the S. C. & P. R. R. Co. does not pay this $18.00. The question arises, has the S. C. & P. R. R. Co. any right to charge over and above what contract calls for, and put the same in their treasury? I have written to the manager, Mr. Morehouse, and called on the agent here, but have not been able to obtain any satisfaction. Under section 3, chapter 77, Laws of Seventeenth General Assembly, it is provided that it shall be the duty of the Railroad Commissioners "to examine and inspect each railroad in the State, with reference to public convenience," etc. Under such section, I trust you will deem it your duty to investigate this matter, and compel justice to be done in the premises.

Prompt attention to this matter will oblige,

Yours very respectfully,
[Signed] J. O'DONOVAN ROSSA.

DES MOINES, IOWA, June 28, 1883.

P. E. HALL, *General Manager Sioux City & Pacific Railroad Company, Cedar Rapids, Iowa:*

DEAR SIR—Enclosed I hand you the original complaint of J. O'Donovan Rossa, of Sioux City, Iowa, for overcharge of eighteen dollars on a contract with the Chicago & Alton Railroad Company to deliver car of household

goods, St. Louis to Sioux City, for fifty dollars. Will you be kind enough to give the Commissioners the facts in the case, with such explanation as you may wish to offer.

By order of the Board.

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, June 28, 1883.

MR. J. O'DONOVAN ROSSA, *Sioux City, Iowa:*

DEAR SIR—Your letter of the 26th inst., complaining of the Sioux City & Pacific Railroad Company for an overcharge of eighteen dollars on a carload of household goods, St. Louis to Sioux City, on a contract made with the Chicago & Alton Railroad Company, just received. The complaint has been referred to the General Manager of the S. C. & P. R. R. for explanation, and as soon as his answer is received you will be notified.

By order of the Board.

E. G. MORGAN,
Secretary.

CEDAR RAPIDS, IOWA, July 5, 1883.

E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I herewith return the letter of J. O'Donovan Rossa, received in yours of June 28th. On investigation, I find the matter of the shipment of the car of household goods by Mrs. C. A. Watson, from St. Louis to Sioux City, to be as follows: The car was billed through by the Chicago & Northwestern Railway Company from Council Bluffs to Sioux City under a joint tariff arrangement with our company, it being billed out of Council Bluffs on weight of 20,000 pounds, rate ten cents, charges $20, with advance charges of $48, making a total of $68, which our agent at Sioux City collected on delivery of the car. I also find that the regular through tariff from St. Louis to Sioux City *via* the Wabash or Missouri Pacific, is thirty-two cents per hundred pounds, of which the lines north of Council Bluffs get twenty-five per cent, and the lines south of Council Bluffs get seventy-five per cent; and that our line did not join with the Chicago & Alton Railroad Company on the through rate of $50 per car, or in any manner agree to accept any less than our proportion of the through rate. On this through rate of thirty-two cents, this car should have been billed from Council Bluffs to Sioux City by the Northwestern Company at eight cents per hundred, instead of ten. When the matter of this overcharge reached our general traffic office at Missouri Valley, we promptly made claim on the lines south of Council Bluffs for the excess which they had collected over what the bill of lading called for, and asked their authority to pay the claim of Mrs. Watson for their account. We have called the attention of the Kansas City, St. Joseph & Council Bluffs road to this matter more than once, all of which Mr. O'Donovan Rossa has been advised of. As he does not seem to be satisfied with our efforts on behalf of his client, we shall be quite willing to refund the very small portion of the overcharge which was made on our line, or rather made over our line by the Chicago & Northwestern Railway Company, and leave him, with your assistance, to make the collections from the Chicago & Alton, and other lines south of Council Bluffs, as I am quite clear that no one would hold that our company was bound to make good a contract in which it was not a party and of which it had no knowledge. The trouble we have taken in trying to get Mrs. Watson's money being entirely gratuitous on our part.

Very truly yours,

P. E. HALL,
General Manager.

DES MOINES, IOWA, July 19, 1883.

MR. C. H. CHAPPELL, *General Manager Chicago & Alton Railroad, Chicago, Illinois:*

DEAR SIR—Mr. O'Donovan Rossa, of Sioux City, Iowa, writes the Board under date of June 26th, as follows: "Some six weeks since, one Mrs. Watson made a contract with the Chicago & Alton Railroad Company to transfer a car-load of household goods from St. Louis to Sioux City, Iowa, for the price of fifty dollars. On their arrival here, some five weeks since, the Sioux City & Pacific Railroad Company refused to deliver the same unless the sum of sixty-eight dollars was paid, eighteen dollars over and above the contract price. * * * * * The Chicago & Alton people say that they have done their part and cannot understand why the S. C. & P. R. R. does not pay this eighteen dollars." The complaint was referred to P. E. Hall, General Manager S. C. & P. R. R., and he replies "that the Chicago & Northwestern Railway Company received the car at Council Bluffs with advanced charges of forty-eight dollars thereon, and that twenty dollars charges were added from Council Bluffs to Sioux City." The Commissioners would thank you to tell them what arrangements you had with the connecting lines when you contracted with Mrs. Watson to deliver her car of goods at Sioux City for fifty dollars.

By order of the Board.

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, July 19, 1883.

J. F. BARNAND, *General Superintendent Kansas City, St. Joseph & Council Bluffs Railroad, St. Joseph, Mo.:*

DEAR SIR—I enclose herewith original papers in the complaint of J. O'Donovan Rossa, attorney for Mrs. Watson, of Sioux City, Iowa, who claims to have been overcharged on a shipment of household goods from St. Louis to Sioux City, being required to pay sixty-eight dollars when her contract called for fifty dollars. The Commissioners would be happy to have you give them an explanation of the matter as far as your road is concerned; also, please tell them if you were a party to the contract made by the Chicago & Alton Railroad Company.

By order of the Board.

E. G. MORGAN,
Secretary.

CHICAGO, July 27, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Yours of the 19th, to Mr. C. H. Chappell, General Manager, in reference to overcharge on a car load of household goods shipped by Mrs. Watson from St. Louis to Sioux City, Iowa, has been referred to me for reply. Inclosed I hand you communication from Mr. F. A. Wann, Assistant General Freight Agent, St. Louis with copy of his letter to Mr. G. H.

Crosby, General Freight Agent Kansas City, St. Joseph & Council Bluffs Railroad, authorizing the payment of our proportion of the overcharge. I presume the claim has been paid by this time.

Yours truly,

H. H. COURTWRIGHT.
General Freight Agent, Chicago & Alton Railroad.

Inclosed letters read as follows:

ST. LOUIS, June 30, 1883.

GEO. H. CROSBY. Chicago & Alton claim 13,112.

General Freight Agent Kansas City, St. Joseph & Council Bluffs Railroad, St. Joseph, Mo.: You may pay and charge this company with $3.53, on return of all papers and claimant's receipt attached.

Yours truly,

F. A. WANN,
Assistant General Freight Agent, Chicago & Alton Railroad.

SIOUX CITY, July 25, 1883.

To the Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I wrote you on June 26th, in reference to claim of Mrs. Watson against the Sioux City & Pacific Railroad Company. As yet they have failed to do anything in the matter. They have appropriated this $18.00 to their own use and refuse to return the same. They take advantage of a poor woman's anxiety to obtain her goods to extort an overcharge of $18.00, and now pretend that the claim is in process of adjustment. Life is somewhat short, too short to wait upon the convenience of this company. Evidently the circumlocution office of *Dickens* has been transferred to their case. I wish you would take such steps immediately as will compel this company to disgorge this $18.00. If people are to be openly robbed in this way, without redress, it is time that the citizens of the State should know it. Prompt attention to this matter will oblige.

Yours respectfully,

J. O'DONOVAN ROSSA.

DES MOINES, IOWA, July 26, 1883.

MR. J. O'DONOVAN ROSSA, *Sioux City, Iowa:*

DEAR SIR—Your letter of the 25th inst. received and contents noted. The situation seems to the Commissioners to be this: The Chicago & Alton Railroad Company, a foreign corporation doing business in the States of Illinois and Missouri, contracted to carry a car load of household goods for Mrs. Watson from St. Louis to Sioux City for the sum of $50.00 per car. The Kansas City, St. Joseph & Council Bluffs Railroad Company carried the car from Kansas City to Council Bluffs and collected $48.00, their own and the advance charges, which amount was paid by the Chicago & Northwestern Railway Company. The usual charge, $20.00 per car, was collected from Council Bluffs to Sioux City in addition by the Sioux City & Pacific Railroad Company. The C. & N. W. Ry. and the S. C. & P. R. R. Co. have no through contract rates with the C. & A., but are willing to take their proper proportion of a through rate from St. Louis to Sioux City, and have so proposed to the connecting lines. While without any power to reach the lines outside the State, the Commissioners have written the officers of the C. & A. R. R. and the K. C.,

St. J. & C. B. R. R. companies representing the case and asking them to repay Mrs. Watson the amount paid above contract price. The course pursued by them not seeming to meet your views, they would suggest that her remedy is against the party with whom she made the contract. The C. & A. R. R. could make no contract for freight from Council Bluffs to Sioux City, without paying the two roads between those points their local rates, unless by an express agreement to that effect which they have not attempted to make. It would be absurd to ask them to carry the car nearly one hundred miles for $2.00, when they charged $48.00 for a distance of about four hundred miles.

By order of the Board.

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, September 8, 1883.

J. F. BARNARD, *General Superintendent Kansas City, St. Joseph & Council Bluffs Railroad, St. Joseph, Missouri:*

DEAR SIR—On the 19th of July I sent you the papers in the complaint of J. O'Donovan Rossa for overcharge to Mrs. Watson on car of household goods from St. Louis to Sioux City. The Chicago & Alton Railroad Company wrote me July 27th that they would refund $3.53. What have your company done?

By order of the Board.

E. G. MORGAN,
Secretary

ST. JOSEPH, MO., September 10, 1883.

E. G. MORGAN, *Secretary, etc.*

DEAR SIR—I beg to acknowledge the receipt of your letter of the 8th inst. I find that our general freight agent, E. J. Swords, sent the papers to which you refer, to Mr. R. C. Hillis, General Freight Agent of the Sioux City & Pacific Railroad Company, advising him that this company would pay its proportion of overcharge on basis of a $50.00 rate, and has heard nothing further in the matter. Supposed, on the strength of this, that Mr. Hillis would settle the claim, and charge us our proportion. If, upon receipt of this, you desire me to do so, I will request Mr. Hillis to return the papers. Having heard nothing from him since sending papers, supposed that the matter was in process of settlement.

Yours truly,

J. F. BARNARD,
General Superintendent.

DES MOINES, September 12, 1883.

General Freight Agent, Sioux City and Pacific Railroad Company, Cedar Rapids, Iowa:

DEAR SIR—A long time ago I sent J. F. Barnard, Superintendent Kansas City, St. Joseph & Council Bluffs Railroad, the papers in the complaint of Mrs. Watson, of Sioux City. He writes me under date of September 10th that you have the papers. Please return them to this office, and tell me if anything has been done in the case.

Respectfully,

E. G. MORGAN,
Secretary.

CEDAR RAPIDS, IOWA, September 15, 1883.

E. G. MORGAN, *Secretary Board of Railroad Commissioners:*

DEAR SIR—Replying to yours of September 12th, addressed to Mr. R. C. Hills, I have to say that this company collected the $18.00 claimed by Mrs. Watson, out of the connecting lines south, and paid the same to her attorney, J. O'Donovan Rossa, on the 18th day of August, 1883.

Very truly yours,

P. E. HALL,
General Manager.

J. M. SLOSSON, NORTHWOOD, IOWA, *Complainant*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondent.*

For feeding snow-bound passengers.

Filed July 17, 1883.

NORTHWOOD, IOWA, July 7, 1883

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—During a severe snow storm about the last of January the section foreman on the Burlington, Cedar Rapids & Northern Railway, and two men, came to my house, which is about half way between Northwood and Kensett, and nearly half a mile from the track, and reported that the morning passenger train going north was snow-bound, and that some of the passengers had had nothing to eat since the day before. It was then afternoon. The section foreman requested some food to take to the train, and said the railway company would pay for it. They were given what my wife had cooked, and she and two assistants worked until late in the evening cooking provisions for them. The next morning one of the passengers, Mr. F. A. Roziene, of Charles City, Iowa, came to my house and said that the fires were nearly out, and the passengers suffering with cold. My recollection is that it was then more than twenty degrees below zero, and a strong wind blowing. He wanted me to send a team and bring the women, children, and one or two men that were unable to walk through the snow, to my house, which I did. A bill of eleven dollars was sent to the railway company, which has not been paid. Of this, six dollars was for meals furnished at the house, thirteen to passengers and eleven to railroad employes; five dollars for provisions taken by them to the train. Mr. Roziene hired three teams to take the passengers to Northwood, one of me and two of others. I am informed the railway company paid him back what he paid, thirteen dollars, four dollars to each of the teamsters and one dollar to a man that helped shovel snow. The road was blocked with snow so that it took all day.

Should they pay my bill? I do not think the railway company will question the correctness of my statement, or claim that the bill is unreasonable. Should they do so I would refer you to Mr. Roziene, or will furnish any proof that may be necessary.

I have a case in court against the Burlington, Cedar Rapids & Northern Railway Company which has been running over five years. It is for grain and hay burned by a fire set by an engine September 3, 1877. I got judgment in the circuit court of this county. The railway company took it to the Supreme Court, where it was reversed (51 Iowa, 294). They then took a change of venue to Floyd county, where I got judgment. The railway company took it to the Supreme Court, where it was affirmed (10 N. W. Reporter, 863). A rehearing was asked and granted. On rehearing it was reversed (14 N. W. Reporter, 246). At the June term of Floyd County Circuit Court the railway company took a change of venue to district court, where it now stands. Will you give it a hearing, and take into consideration the costs in the case as well as the original damage.

Respectfully,

J. M. SLOSSON.

DES MOINES, July 18, 1883.

J. M. SLOSSON, *Northwood, Iowa:*

DEAR SIR—Your letter of July 7th received, and the matter of furnishing supplies referred to the officers of the company for explanation. When heard from you will be advised promptly.

With regard to the case for damages that has been pending in the courts for some years, the Commissioners would say that as the damage occurred before the passage of the law creating this Board, as an original question they would have no jurisdiction. As it is now in the courts created for the determination of these questions, even if it was a new case, they have no power to reach it.

Respectfully,

E. G. MORGAN,
Secretary.

CEDAR RAPIDS, IOWA, July 20, 1883.

E. G. MORGAN, *Sec'y, etc.:*

DEAR SIR—Have yours of July 18th, concerning claim of J. M. Slosson for meals and services in behalf of passengers snow-bound on our line, near Kensett, and in reply would say, that I find no account of his bill ever having been sent us, and I am certain that if it had been it would have received prompt attention. Have written Mr. Slosson that on receipt of his bill the amount claimed, eleven dollars, will be sent him at once.

Yours truly,

C. J. IVES.
General Superintendent.

On November 24th Mr. Slosson wrote the Board that he had received the amount of his claim, and the case was dismissed.

F. L. KENYON AND E. H. ELY, IOWA CITY, IOWA, *Complainant,*
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondent.*

Failure to run chair car as per contract.

Filed July 17, 1883.

IOWA CITY, IOWA, July 7, 1883.

To the Honorable Railroad Commissioners of the State of Iowa:

GENTLEMEN—The undersigned, deeming themselves wronged by the conduct of the Burlington, Cedar Rapids & Northern Railway Company, hereby appeal to you for relief. Our grievance is as follows: Said company advertised to run a (so called) chair car on their road between certain stations; by virtue of said advertisement we undertake a journey on said road, enter said car, pay the extra fare demanded by said company and receive their checks for the same, but are expelled from said car before said conditions are complied with; thus imperiling the life of said W. H. Squires, who is eighty-six years old, and liable to attacks of a dangerous disease that may cause his death at any time, and the great personal discomfort

of said F. L. Kenyon and E. H. Ely. This on the 5th day of July, 1883. The same thing having been done to the said W. H. Squires and F. L. Kenyon on two different days, to-wit: July 3, 1883, and July 5, 1883, but to said E. H. Ely on July 5, 1883, at the city of Cedar Rapids, in the said State of Iowa.

Very respectfully, your obedient servants,

F. L. KENYON.
E. H. ELY.

The complaint states that the company advertise to run a chair car on their road between certain stations (which are not given). That by virtue of said advertisement they undertake a journey on said road, pay the extra fare demanded, and are expelled from said car before the conditions are complied with. The Board have been unable, in any correspondence with the parties, to ascertain the particulars of the case, what makes the running of the chair car a contract, or the amount or character of damages sustained by the parties.

There may be some nice questions of the rights of travelers and the duties of railway companies in the case; but for lack of specific information, the Commissioners have been compelled to let the case go by default.

SMITH BROTHERS, WATERLOO, IOWA, *Complainant*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY, *Respondent*.
} *Discrimination.*

Filed July 17, 1883.

WATERLOO, IOWA, July 13, 1883.

HON. P. A. DEY, *Railroad Commissioner of Iowa, Iowa City, Iowa:*

SIR—We desire to call the attention of your Board of Commissioners to the following action of discrimination: The rate of freight on hard coal from Chicago, Illinois, to Waterloo, Iowa, has been named to dealers at $4.00 per ton, with a rebate of fifty cents per ton to all dealers. This rate was agreed on and given out in June, or latter part of May, 1883, for the season of 1883, and until otherwise stated. Roads agreeing: Illinois Central Railroad, Chicago & Northwestern Railway, Burlington, Cedar Rapids & Northern Railway, Chicago, Rock Island & Pacific Railway, and Chicago, Burlington & Quincy Railroad. Mr. J. E. Utt, General Freight Agent, B., C. R. & N. R'y, yesterday wired his agent here to tell Smith Brothers that the open rate on hard coal is $4.50 per ton, and that all special rates in our favor are withdrawn. This, the agent told me as one of the firm, and when I requested a copy of the message, in writing, he declined to comply with the request. The rate to all other dealers is as heretofore, $4.00 per ton, with rebate of fifty cents, making a net rate of $3.50. We do not know any reason for such action on the part of Mr. Utt, and call for a decision from your honorable body as to the legality of such action of unjust discrimination. As there are four other dealers here, it cuts pretty deep. Please take the matter up and inform us at earliest opportunity.

Very respectfully,

[illegible]

DES MOINES, IOWA, July 17, 1883.

C. J. IVES, *General Superintendent Burlington, Cedar Rapids & Northern Railway, Cedar Rapids, Iowa:*

DEAR SIR—The attached complaint of Smith Brothers, of Waterloo, Iowa, against your company is forwarded you for such explanation as you may wish to make to the Commissioners.

By order of the Board,
E. G. MORGAN,
Secretary.

CEDAR RAPIDS, IOWA, July 21, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Have yours of July 17th enclosing complaint of Smith Brothers, of Waterloo, in regard to discrimination against them, in rates on hard coal from Chicago, and in reply would say, that the rate of $4.00 named to them, and the fifty cents rebate promised, was with the understanding that this coal was to be shipped either *via* West Liberty or Burlington, thus making us additional revenue to enable us to make this rate. The Messrs. Smith Brothers, however, propose to ship their coal *via* Chicago & Northwestern at Cedar Rapids, and for this reason our Mr. Utt advised them that *if this was done* the fifty cents rebate would not be allowed. Trusting this explanation is satisfactory, I am,

Yours truly,

C. J. IVES,
General Superintendent.

A copy of the above letter was sent Messrs. Smith Bros., which was replied to as follows:

WATERLOO, IOWA, July 27, 1883.

MR. E. G. MORGAN, *Secretary Railroad Commission, Des Moines, Iowa:*

SIR—Replying to your's of 26th instant. The rate of $4.00 per ton on hard coal from Chicago to Waterloo, with rebate of fifty cents per ton was given us without regard to route over which it might come and is the result of the working of the pool between competing lines at this point and in the telegram referred to in our complaint no allusion whatever is made to *routes* or reasons, but was in words exactly as I quoted it in our complaint. For proof to substantiate the matter of an agreed rate and rebate over all connecting lines to this point, I would respectfully refer you to the General Freight Agents of Illinois Central Railroad, Chicago & Northwestern Railway, Chicago, Burlington & Quincy Railroad, as well as Chicago, Rock Island & Pacific Railway. If, as indicated in your quotation from Mr. Ives' letter, the fifty cents rebate from $4.00 was withheld on account of our routing *via* C. & N. W. R'y., how does it occur that fifty cents additional is adde[illegible] $4.50 as named in their telegram, which I quoted, instead of $4.00. The quotatio[illegible] cite the case as it was, or the language of Mr. Utt's telegram as co[illegible] here, Mr. Jas. Huff. No understanding as to routes was had an[illegible] d, when that rate of $4.00 was quoted us by agent here, as n[illegible] ich was made to all shippers and is in force to-day with all [illegible] ington, Cedar Rapids & Northern Railway can cons[illegible] and obtain the rate $4.00 with rebate of fifty ce[illegible] ds Central [illegible] ow. The C. & N. W. R'y has a [illegible] hereof, between the compet[illegible] [illegible] simplified is just this: Can [illegible]

named over all routes to dealers, or must we take the route selected for us or suffer a discrimination of $1.00 per ton. It seems to us we have the right to choose routes and it has never been denied us heretofore or objection entered to our consigning over either route we chose. The above is our understanding of the matter and the facts in the case.

Very respectfully,

SMITH BROS.

This letter was forwarded to C. J. Ives, General Superintendent Burlington, Cedar Rapids & Northern Railway, and on August 9th, was answered as follows:

R. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines:*

DEAR SIR—In answer to your letter of July 28th, in regard to complaint of Smith Bros., would say that the matter has been amicably adjusted.

Yours truly,

C. J. IVES,
General Superintendent.

On the 7th of September, Messrs. Smith Bros., wrote the Board: "We effected an arrangement with the Burlington, Cedar Rapids & Northern Railway Company of the trouble or difficulty between us."

MERRILL & KEENEY, DES MOINES, IOWA, *Complainants,*
vs.
CHICAGO & NORTHWESTERN AND CHICAGO, MILWAUKEE & ST. PAUL R'Y COMPANIES, *Respondents.*
} *Discrimination.*

Filed July 17, 1883.

On the 17th July, 1883, Messrs. Merrill & Keeney appeared before the Commissioners and made complaint, the substance of which was transmitted to the general managers of the railways complained of, as follows:

DES MOINES, IOWA, July 19, 1883.

MARVIN HUGHITT, *General Manager Chicago & Northwestern Railway, Chicago, Ill.:*

DEAR SIR—Messrs. Merrill & Keeney, furniture dealers in this city, make the following complaint to this Board: That they have been in the business about twenty years, and during that time have transacted a general wholesale and retail furniture business; that there is strong competition in their trade, and that any rebate or concession of rates to any parties works to the injury of others.

They charge that your company discriminates against them by treating them as retail dealers only, and refuse them the rebates that you give their competitors in the wholesale furniture business.

The amount of this rebate they are unable to give, but have reason to believe that it amounts to about ten cents per hundred pounds, or giving their

competitors an advantage of about thirteen and five tenths per cent in the haulage, which is sufficient, in the close competition that exists here, to materially affect their wholesale business.

They claim this is a violation of section ten, chapter seventy-seven, of the laws of the Seventeenth General Assembly of the State of Iowa.

The Board wish to know whether the charge of discrimination is true.

By order of the Board.

E. G. MORGAN,
Secretary.

CHICAGO, July 24, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners:*

MY DEAR SIR—I am in receipt of your letter of the 19th instant, stating the complaint of Messrs. Merrill & Keeney, furniture dealers at Des Moines; that they are discriminated against by the Chicago & Northwestern Railway in the tariff of rates charged them on shipments of freight over its road.

We have one uniform rate of freight which is applied alike to all shippers between all local stations on this line of road in the State of Iowa. It is not the intention, nor has it been the practice, of this company, at any time, to discriminate between shippers on its lines.

The Central Iowa Traffic Association, comprising all of the roads competing for the freight traffic of Des Moines originating at or destined to St. Louis, Chicago, Milwaukee and other common points, which associated roads are governed by uniform rates and rules, does make some concession from the tariff rates in favor of the wholesale dealers at Des Moines. I am not able to say that in the case presented by you there has been any discrimination, but if the parties believe that the volume of their business is such as to entitle them to a recognition as wholesale dealers, with the customary concession in rates under similar circumstances, I would suggest that they make application to the Association, as the individual roads in the Association cannot act independently in the matter. If they should prefer it, I will direct our General Freight Agent to present their claim for such a recognition.

Very truly,

M. HUGHITT.

MILWAUKEE, August 4, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have your letter of 19th July, as to complaint of Merrill & Keeney, furniture dealers, Des Moines. I beg to say that the Central Iowa Traffic Association, which comprises the roads which handle the freight traffic of Des Moines from or to St. Louis, Chicago, Milwaukee and other common points, makes a concession from the tariff rates in favor of wholesale dealers at Des Moines. If Messrs. Merrill & Keeney can properly be considered wholesale dealers, and the volume of their business is equal to other wholesale dealers who receive the concession, I have no doubt that an application to the Association would secure them the same rate. As an individual party to the Association we are not at liberty, under our agreement, to make independent rates, and I would, therefore, suggest that an application be made by them to the Association. As to the general question of discrimination, it is our intention and has been our practice, as far as I know, to treat all shippers on our line impartially.

Yours truly,

ROSWELL MILLER,
Assistant to Manager C., M. & St. P. R'y.

A copy of this letter was sent Messrs. Merrill & Keeney, to which they replied as follows:

DES MOINES, August 8, 1883.

E. G. MORGAN, *Secretary, etc.:*

DEAR SIR—We think the admissions of Mr. Roswell Miller are all we claimed, and we now claim the protection of the law as the best that could be obtained at the time it was passed to protect small capitalists from the power of larger ones. Mr. Harbach is a retailer as well as ourselves. You can readily see the injustice of allowing him to put his retail stock in his store over a common carrier road, regulated by law of the State, at a less rate than ourselves. It does seem to us that the amount of goods a firm ships is not a condition or circumstance, when both ship by car load or both by the hundred.

Very respectfully,

MERRILL & KEENEY.

DECISION OF THE COMMISSIONERS.

The complaint of Messrs. Merrill & Keeney seems to be not so much in the nature of dissatisfaction with the discrimination in favor of the wholesale as against the retail trade, as with the action of the Central Iowa Traffic Association, which by the rules adopted classes them as simply retail dealers. Their principal competitor is both a wholesale and retail dealer, and their complaint is, that by reason of his being a wholesale dealer he gets wholesale rates for his retail business.

With the same freight rates they could do fully as large a business, and the unjust discrimination has a tendency to always keep them retail dealers. With the same freight rates they would also become wholesale dealers.

The Commissioners believe that this states their position accurately.

The replies of the two railway companies that are named in the complaint are identical; they both deny discrimination in intention or practice, and claim that they treat all shippers over their lines impartially, and for further reply say that "the Central Iowa Traffic Association, comprising all the roads competing for the freight traffic of Des Moines, originating at or destined to St. Louis, Chicago, Milwaukee and other common points, which associated roads are governed by uniform rates and rules, does make some concessions from the tariff rates in favor of the wholesale dealers at Des Moines. We are not prepared to say, in the case presented, whether there has been any discrimination, but if the parties believe that the volume of their business is such as to entitle them to recognition as wholesale dealers with the customary concessions in rates under similar circumstances, we would suggest that they make application to the association, as the individual roads cannot act independently in the matter. If they should prefer it we will direct our general freight agents to present their claim for such recognition."

The reply of Merrill & Keeney, the Commissioners conclude, admits that under the ruling of the Central Iowa Traffic Association their business would only entitle them to the rates furnished retail dealers. They claim that the commissioner law was passed "to protect the small capitalists from the power of the larger ones; that their competitor, Mr. Harbach, is a

retail dealer as well as themselves; that the Commissioners can readily see the injustice of allowing him to put his retail stock in his store, over a common carrier road, regulated by the law of the State, at a less rate than themselves. It does not seem to them that the amount of goods a firm ships is a condition or circumstance authorizing less rates, when both ship by the car-load or the hundred."

Section 1297, of the Code of Iowa, prohibits railways running in the same general direction from making any contract by which they divide the joint earnings upon the whole or any part of the freight transported over their roads. The Central Iowa Traffic Association, as the Commissioners understand, makes no division of earnings, but establishes certain fixed rates to competing points in Iowa, which all the roads composing the association adopt, and then each road secures all the business it can. If we are correct in our information, there is in this no violation of the statute.

Mr. Harbach is a wholesale and retail dealer in furniture at Des Moines, carries on his business in two different buildings, on different streets, sends traveling salesmen through the adjacent country soliciting orders, and if a different rate is made to wholesale and retail dealers, the Commissioners know of no method that can be adopted to prevent his supplying his retail from his jobbing house.

The question resolves itself into this proposition: Are the railways of Iowa justified in making any discrimination in freight rates between wholesale and retail dealers who each ship in car load lots; or, in other words, should the car load be the unit for fixing rates independent of the quantity shipped?

This was presented to the Commissioners in the case of the *Excelsior Coal Company and the Hickory Grove Coal Company vs. the Receiver of the Central Iowa Railway*, reported in Railroad Commissioners' Report for 1878, pages 19 to 28. The Board then held "that the meaning of the law seemed to them to be that all wholesale dealers under similar circumstances and conditions shall be treated alike, and all retail dealers under similar circumstances and conditions shall be treated alike." This interpretation of the law has been followed in every decision made by the Board since that time where the question was involved.

Section 11 of the Commissioner law read as follows: "No railroad corporation shall charge, demand or receive from any person, company or corporation, for the transportation of persons or property, or for any other service, a greater sum than it shall at the same time charge, demand or receive from any other person, company or corporation for a like service from the same place or upon like condition and under similar circumstances; and all concessions of rates, drawbacks and contracts for special rates shall be open to and allowed all persons, companies and corporations alike, at the same rate per ton per mile by car load, upon like conditions, and under similar circumstances, unless by reason of the extra cost of transportation per car load, from a different point, the same would be unreasonable and inequitable; and shall charge no more for transporting freight from any point on its

line, than a fair and just proportion of the price it charges for the same kind of freight transported from any other point."

The Commissioners have never been compelled in any case brought before them to define the meaning or fix the limits of this section, although on several occasions they have discussed it.

As an abstract proposition they would admit that a railway company, during a fixed period, between the same points, could as cheaply transport one thousand loaded cars for one thousand persons as for one person, yet they are also aware that the magnitude of the business in transportation, as in all other transactions, has always been regarded as a reason for concession to the large dealer. To this the State of Iowa owes the growth and extent of its jobbing trade, and, to a certain degree, its manufacturing interests, which are important parts of the business of many of the large towns.

The report of the Board of Trade of Des Moines gives the wholesale statistics for the year 1882 as $30,356,348.00. This, however, includes the principal manufactories. We think we may safely place the legitimate jobbing trade that would be affected by this question at $10,000,000. Estimating the jobbing trade at all other points in the State at $40,000,000, we would have an interest amounting to $50,000,000 that could not be sustained if the jobber was compelled to pay the same rate that the retailer pays.

In our judgment the effect of interference would be to increase the rate of the jobber; not to decrease the rate of the retail dealer.

It is probable that the discrimination, for such it is, that has built up the jobbing interest is in violation of correct economic principles, and that the business might and should be done at the great centers of trade, like New York, Philadelphia, Baltimore, New Orleans, St. Louis and Chicago.

Still, this interest having been built up, and accommodated itself to the wants of the people, the Commissioners do not feel it their duty to interfere in such manner as to crush it out.

If it was a new question, without any money, time, skill and experience having been invested to develop this trade and bring it to its present status, the Board might be induced to hold that the conditions and circumstances did not justify special rates to jobbers under the provisions of section 11, just quoted; but the railway policy as hitherto adopted having built them up, these interests have acquired a right to the discrimination, it being necessary to their continued existence. We understand the theory of fixing jobbers' rates at points where they are given is that the jobbers' rate, plus the local rate to the point where the goods are sold, is about equal to the local rates from Chicago or St. Louis to these points, placing the Iowa jobber in the matter of railway rates nearly on an equal footing with the Chicago or St. Louis jobber.

While fully appreciating the situation in which the complainants are placed, the Commissioners are convinced that the holding they ask would inflict a great injury to the business of the State, and would not reduce the price of any article to the retail dealer or consumer.

They are compelled to say that they cannot recommend a discontinuance

of the special rate to jobbers. They feel the full responsibility of their action, as they are satisfied that the railway companies would readily accede to a request from them to withdraw the special rates heretofore given jobbers.

Des Moines, Iowa, September 18, 1883.

DISSENTING OPINION BY A. R. ANDERSON, COMMISSIONER.

The complaint in this case involves a charge of unjust and unlawful discrimination against respondents in the shipment of freight from Chicago to Des Moines. The complaint and answer are stated in the majority opinion, as are the facts. I think it a mistake to say that the complaint of Messrs. Merrill & Keeney is "not so much in the nature of dissatisfaction with the discrimination in favor of the wholesale dealer as against the retail trade, as with the action of the Central Iowa Traffic Association, which by the rules adopted, classes them simply as retail dealers." This is an issue under section 11, chapter 77, laws of 1878, between Merrill & Keeney and the two railroads named. It seems clear to my mind that this section does not mean that there shall be no limitation upon the discrimination made in rates between large and small shippers, and in any event it is utterly immaterial how the Central Iowa Traffic Association classified complainants. Neither complainant or this Commission know anything about or have any business with this Association, and it is incompetent and against a sound public policy for the railway companies of this State to create a master by their joint action, or otherwise, from whom they must obtain leave to make answer to complaints by shippers, or to whom they are bound by the rules of the association to refer complaints, "as the individual roads in the association cannot act independently in the matter". This is simply a plain charge of unlawful discrimination by complainants against the two roads named, and to this charge the individual roads must answer for themselves. They cannot shield themselves behind an association of their own creation, unknown to the laws of this State and not amenable thereto.

So much then of the reply of respondents as refers to the Central Iowa Traffic Association is not material. Respondents deny discrimination generally, but admit that "the Central Iowa Traffic Association, comprising all the roads competing for the freight traffic originating at, or destined to, St. Louis, Chicago, Milwaukee, and other common points, which associated are bound by uniform rates and rules, does make some concession from the tariff rates in favor of the wholesale dealers in Des Moines." Without conceding the right of the Central Iowa Traffic Association to answer in this case, this admission in its behalf may well be taken as the admission of the companies themselves. Here then is an admission by respondents of discrimination. The only remaining question is: Does the discrimination admitted constitute a violation of the provisions of section 11, chapter 77, laws of 1878? That some limitation be placed upon discrimination between wholesale and retail dealers seems not only just, but is supported by every consideration of a sound public policy. The spirit

of our laws is to protect the weak against the encroachments of the strong. To not place this limitation somewhere between the large shipper and the small, is to reverse the order and foster and encourage the strong at the expense of the weak. It is not a question of breaking down or even curtailing the jobbing business of Des Moines and other Iowa points. It is rather a question of building up, extending and strengthening the jobbing interests of these points by enforcing a broader and more equitable distribution of cheap transportation, to the end that monopoly therein may be restricted and healthy competition increased. And, if in placing proper limitation on discrimination between wholesale and retail dealers in their shipments of freight over the railways of the State, harm comes to the jobbing interests of Des Moines and other Iowa points, by reason of the railways withdrawing their special rates from the favored few, rather than extending it to the many who are entitled thereto under the operations of this just and proper limitation, the responsibility for that harm will be with the railway companies and not with the Commissioners.

What hardship can a just limitation, such as making the car load the unit, work to the railway companies, and why they withdraw their special rates to the few jobbers and "crush out" the whole business, when we are told by the majority opinion, and told truly, that the railway companies can carry between given points, for a given period of time, one thousand loaded cars to one thousand persons as cheaply as to one person? A contrary policy to this works the gradual but constant diminution of the number of jobbers at a given point. If the wholesale dealer or large shipper gets concessions over the retail dealer or small shipper, a greater wholesale dealer or still larger shipper will, in turn, get yet still other concessions over the wholesale dealer of limited means, and it is only a question of time when the survival of the strongest will have been accomplished, and monopoly, most hateful and hurtful to everybody save its proprietors, finally established amidst the wreck of the "small fisted" dealers who did not do business sufficient to secure the cheap rate. How long, under this policy, would it take to put the jobbing, and any other business in this country, in the hands of the few men in each line of trade that the railway manager had singled out for favorite rates in consequence of his business having reached just the precise volume that entitled him thereto? It would only be a question of time. To prevent this very result the law has interposed a limitation between large and small shippers, making the car load the unit or base from which to reckon rates. I need not quote the law. It is found in said section 11, already quoted at length in the majority opinion. It is admitted in the majority opinion "that a railway company, during a fixed period, between the same points, could transport as cheaply one thousand loaded cars for one thousand persons as for one person," and if said section 11 does not mean that the railway company shall not do this, I have not a dawn of a conception as to what it does mean. "Yet," says the majority opinion, "they are also aware that the magnitude of the business in transportation, as in all other transactions, has always been regarded as a reason

for concession to the large dealer. To this the State of Iowa owes the growth and extent of its jobbing trade, which is an important part of the business of many of the large towns." Yet, it is quite as true, perhaps, that under a wiser and more liberal policy we would have enjoyed greater growth and prosperity in this same direction. The wonderful energy and resources of our people are such that they may enjoy great prosperity under even bad policies. Hence, I cannot concur in the statement "that the effect of interference would be to increase the rates of the jobber, not to decrease the rates of the retail dealer." If the limitation imposed is the car load, and the proposition that the roads can carry between given points, in a given time, one thousand loaded cars to one thousand persons as cheaply as to one person is true, it would seem that the assumption that such limitation would "crush out" or even injure the jobbing trade in this State is not well founded. It does not at all follow that the construction of law here insisted on would in any manner injuriously affect Des Moines' great jobbing interest. As to whether the retail dealer and the jobber paid the same rates would depend on whether each made shipments in car load lots. I cannot, therefore, see how the application of this rule would in any sense justify the railway companies in increasing jobbers' rates, and do not believe they would, for such reason, assume the responsibility of doing so. The jobber in his large means has sufficient advantage in the markets over the retail dealer, without this undue advantage over the highways of the country.

The man with large means, and who buys large quantities of goods at a time, has quite enough advantage over the man with small means, who buys small quantities of goods at a time. This is the purely private affairs of men with which it has never been the policy of the law to interfere, and this field is quite ample to afford man a sufficient opportunity to display all his powers in amassing wealth. This principle, without limitations, cannot safely be applied to the management of the railways of the country. They have been held by the courts to be public highways, and the corporations operating them are common carriers. They must be open to all alike, as nearly as possible, and this object was no doubt in view and sought to be attained as nearly as could be by the imposition of the limitation imposed in said section eleven.

And in all deference to the majority opinion, this construction was given to said section by this Commission in the case of the *Trustees of Red Oak Township, Montgomery County, vs. the Chicago, Burlington & Quincy Railroad Company*, and two similar cases from same county, which will be found in the fifth annual report of Board of Railroad Commissioners, for year 1882, at page 554. The Commissioners there held "that like charges be made where not less than full car-load lots are offered at the same station, and if concessions or drawbacks be given, they should be open to all shippers offering freight of the same kind, in the same class, in the same line of busness."

In view of the law as I understand it, and the former decisions of this Commission, I conclude that complainants, when making shipments by car-

load lots, are entitled to any and all concessions open to any and all shippers, no matter in what quantity offering freight of the same kind, in the same class, in the same line of business.

A. R. ANDERSON,
Railroad Commissioner.

Des Moines, Iowa, September 25, 1883.

OLEY NELSON AND 45 OTHERS, SHELDAHL, IOWA, *Complainant*,
vs.
CHICAGO & NORTHWESTERN RAILWAY AND CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANIES, *Respondents.*
} *Failure to comply with section 1292, Code of 1873.*

Filed July 21, 1883.

To the Honorable, Board of Railroad Commissioners of Iowa:

We, the undersigned, citizens of Sheldahl and Cambridge, of Story county, Iowa, and Madrid, of Boone county, Iowa, do request and petition your honorable body to order and require the Chicago & Northwestern Railway Company and the Chicago, Milwaukee & St. Paul Railway Company, to put in a transfer at the crossing of said roads, in Story county, Iowa, one and a half miles north of Sheldahl, Story county, Iowa, as the shipping interests of said towns and the traveling public demands the same.

[Signed] OLEY NELSON and 45 others.

This complaint was acknowledged and filed July 21st, and copy sent to the general managers of the roads named, who replied as follows:

CHICAGO, JULY 23, 1883.

DEAR SIR—I am in receipt of your favor of the 21st instant, with accompanying petition from the residents of the towns of Sheldahl and Cambridge, Story county, and Madrid, Boone county, Iowa, asking for a connecting track at the point of intersection of the Chicago, Milwaukee & St. Paul and Northwestern roads in Story county, for the accommodation of these towns. I have this morning written Mr. Merrill on this subject, and have said to him that we were ready to co-operate with his company in the construction of the track, and requested him to have his representative communicate with ours with the view of the speedy completion of the work.

Very truly.

M. HUGHITT,
General Manager C. & N. W. Ry.

To E. G. MORGAN, *Secretary, etc.*

SHELDAHL, IOWA, November 5, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners:*

SIR—Yours of 2d inst. at hand. The Northwestern Railway has completed their part of the "Y," but the Chicago, Milwaukee & St. Paul Railway has only got the ties down. They will complete it soon, I think.

Respectfully,

OLE NELSON.

W. R. BROWN, WALLINGFORD, IOWA, *Complainant*,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent*.

Damages for detention of goods.

Filed July 25, 1883.

WALLINGFORD, EMMETT CO., IOWA, July 23, 1883.

Railroad Commissioners of Iowa:

SIRS—As you are a sort of Board of Arbitration between railroads and people, I will lay before you a grievance. The latter part of April I shipped by Chicago, Milwaukee & St. Paul Railway a car of emigrant goods, consisting of one pair horses and twenty-two head of cattle, and goods, from Viola, Linn county, Iowa, to Estherville, Emmett county, Iowa. The car left Viola Tuesday morning and arrived at Emmetsburg Wednesday at 11 A. M. The stock was unloaded. I, with my family, arrived at Estherville the same evening. My grievance is that my stock and goods were held at Emmetsburg until Saturday evening at a large expense, and my family, six person, kept at a hotel on expense. The railway, I found, run but one train a week, just as suited their own convenience. I found a number of others had suffered great loss and inconvenience by the same kind of treatment.

I wrote to the company, claiming twenty-five dollars damage (it should have been more), but have had no reply, and so place the matter before you, thinking the company may condescend to pay some attention to you. Let me hear from it.

Yours, etc.,

W. R. BROWN.

This complaint was sent Mr. S. S. Merrill, General Manager Chicago, Milwaukee & St. Paul Railway, and was replied to as follows:

MILWAUKEE, July 31, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Referring to inclosed complaint of Mr. W. R. Brown, if he will give the dates we will investigate the matters complained of.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

Inclosed was the following note from the General Freight Agent of the road:

MR. MILLER—We have not received any claim from Mr. W. R. Brown. Will have to have full particulars in order to investigate.

A. C. BIRD.

DES MOINES, IOWA, September 4, 1883.

ROSWELL MILLER, *Assistant to the General Manager Chicago, Milwaukee & St. Paul Railway, Milwaukee, Wis.:*

DEAR SIR—Referring to your letter of July 31st, in reference to complaint of W. R. Brown, Wallingford, Emmett county, Iowa, who shipped a car of emigrant goods from Viola, Iowa, to Estherville, you ask for dates.

"The car was shipped March 20th, arrived at Emmetsburg March 21st at 11 A. M., and was held there until the 24th." So writes Mr. Brown to this office.

Mr. Brown says in his complaint, that he claims twenty-five dollars of the Chicago, Milwaukee & St. Paul Railway Company for detention and the expense of keeping his family at a hotel. Will you please have the matter investigated and report your findings to the Board?

Respectfully,

E. G. MORGAN,
Secretary.

MILWAUKEE, September 15, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have investigated the complaint of W. R. Brown, as to delay of car of emigrant goods at Emmetsburg, Iowa, March 21st to 24th, and find that at the time detention occurred we were crowded with an unprecedented rush of emigrants, and were taxing every engine to its utmost capacity. We had not a spare engine on our line. This was the only car we had for Estherville, and we could not have run it up there without delaying trainloads of emigrants and their goods, and rendering ourselves liable to a just charge of mismanagement and inexcusable delays to the large volume of business on our main line. We consider it to be our duty in such extraordinary emergencies to so use our resources as to accommodate the greatest number. Certainly no neglect can be shown in this case.

Yours truly,

ROSWELL MILLER,
Assistant to the Manager.

DES MOINES, IOWA, September 19, 1883.

ROSWELL MILLER, *Assistant to the Manager Chicago, Milwaukee & St. Paul Railway, Milwaukee, Wis.:*

DEAR SIR—Your letter of 15th admits that Mr. Brown's statement that his car of cattle, etc., reached Emmetsburg at 11 on the morning of Wednesday, March 21st, and was detained until the evening of Saturday, the 24th. A road that runs but one train a week is anomalous, and the Commissioners find difficulty in applying to it the rules that usually govern transportation. They understood that, at the time, the Burlington, Cedar Rapids & Northern Road was daily sending trains from Emmetsburg to Estherville; was there any reason why this car of live stock could not have been transferred to that line if your road was unable to forward it in reasonable time?

Respectfully,

E. G. MORGAN,
Secretary.

MILWAUKEE, September 24, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa;*

DEAR SIR—Replying to yours of 19th inst., in regard to complaint of Mr. Brown, we could have sent the car load by the Burlington, Cedar Rapids & Northern Railway from Emmetsburg to Estherville, but for the reason that if we had done so it would have been overcharged to a considerable extent, and Mr. Brown, being on the ground, made no request to have it done. In order to end the controversy, we would be willing to pay Mr. Brown something to reimburse him for actual outlay caused by the delay, but do not think we should pay anything on account of supposed damage.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

DES MOINES, IOWA, September 26, 1883.

ROSWELL MILLER, *Assistant to Manager Chicago, Milwaukee & St. Paul Railway, Milwaukee, Wis.:*

DEAR SIR—Your letter of 24th inst. received. The Commissioners are inclined to believe that the most satisfactory method of disposing of the case referred to would be for your agent at Estherville to see Mr. Brown and make an arrangement with him as you suggested.

They are anxious, as far as possible, to avoid this line of investigation, and believe in this case an equitable basis of settlement ought to be reached with all the facts admitted. Was there a contract for the delivery of the car at Estherville for a specified amount?

Respectfully,

E. G. MORGAN,
Secretary.

MILWAUKEE, September 27, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa;*

DEAR SIR—Replying to yours of 26th inst., I have directed our claim department to endeavor to make a reasonable adjustment of the claim of W. R. Brown.

Yours truly,

ROSWELL MILLER,
Assistant to the Manager.

ESTHERVILLE, IOWA, November 28, 1883.

Railroad Commissioners:

SIRS—Your favor received and noted. In reply will say the difference with the Chicago, Milwaukee & St. Paul road is satisfactorily settled, and all is lovely.

Yours, etc.

W. R. BROWN.

W. H SAUCER, ACKLEY, IOWA, *Complainant,*
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, *Respondent.*
} *Overcharge and discrimination.*

Filed July 31, 1883.

Before the Honorable Commissioners of Railroads of the State of Iowa:

Your petitioner, W. H. Saucer, a resident of and dealer in marble at Ackley, Hardin county, Iowa, hereby complains of the defendant as follows:

First. The said defendant, on or about the first day of June, 1883, transported for your petitioner from Farley, Iowa, to Ackley, Iowa, one car load of base rocks, charging your petitioner therefor the sum of twelve cents per hundred pounds, which your petitioner charges is and was wrongful, discriminating and excessive.

Second. The said defendant, on or about the fourteenth day of July, 1883, transported for your petitioner from Farley, Iowa, to Ackley, Iowa, two base rock for which it charged your petitioner the sum of twenty cents per hundred pounds, which your petitioner charges is and was wrongful, discriminating and excessive.

Your petitioner asks that said charges be investigated and such order made in the premises as required by law.

W. H. SAUCER,
By WM. V. ALLEN,
His Attorney.

This complaint was sent to W. K. Ackerman, President Illinois Central Railroad Company, which was answered as follows:

CHICAGO, August 8, 1883.

MY DEAR SIR—Your favor to our President of August 2d, has been by him referred to me. These shipments were charged at our printed tariff of date twenty-second of March, 1883, which is the same per mile and on all classes, as also car loads as is in effect on Chicago & Northwestern Railway, Chicago, Burlington & Quincy Railroad and Chicago, Rock Island & Pacific Railway in Iowa since April 24, 1879, and as I understand it was submitted by the three lines mentioned, to the Commissioners, and approved by them as reasonable before being issued, and the rates charged are less than is charged by Chicago, Milwaukee & St. Paul, Burlington, Cedar Rapids & Northern, and other roads in Iowa. We submit that the amount charged for the services rendered, considering the volume of business and the net results of our Iowa Division, are reasonable.

Yours very truly,

J. F. TUCKER,
Traffic Manager I. C. R. R.

E. G. MORGAN, *Secretary.*

DECISION OF THE COMMISSIONERS.

W. H. Saucer, a dealer in marble at Ackley, Hardin county, Iowa, complains that on the first day of June, 1883, the Illinois Central Railroad Company charged him on a car load of base rock, twelve cents per hundred pounds, and on the fourteenth day of July, 1883, they charged him on two base blocks twenty cents per hundred pounds from Farley to Ackley, which he claims was wrongful, discriminating and excessive.

The distance from Farley to Ackley is one hundred and nine miles. The Granger tariff rate on this stone for a class B road would be, in car load lots, $21.59, or ten and seventy-eight hundredths cents per hundred pounds; on stone in detached lots would be twenty and thirty-seven hundredths cents per hundred pounds.

In car load lots, Mr. Saucer paid one and twenty-two hundredths cents more than the rate fixed by that law, and in the single piece he pays thirty-seven hundredths of a cent less than the rate.

There is no discrimination in the case, and the Board are of the opinion that, in view of the volume of business on the road, the rate is not excessive.

RENKEN & TAMMEN, PARKERSBURG, IOWA, *Complainants*,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, *Respondent*.
} *Overcharge.*

Filed July 31, 1883.

PARKERSBURG, IOWA, July 27, 1883.

L. S. COFFIN, *Railroad Commissioner, Fort Dodge, Iowa:*

DEAR SIR—We had one car load of brick shipped to us from Dubuque, at a distance of 118 miles; it contained 8,000 brick, 30,750 pounds, and had to pay $38.45, which we think is taking the advantage of the public by charging such enormous prices. We think we ought to be entitled to $6.45 as overcharge, from what parties paid last winter. Will you be kind enough to investigate this matter, if the railroad company can make such charges.

Respectfully yours,

RENKEN & TAMMEN.

This complaint was forwarded to the President of the Illinois Central Railroad Company, and was answered by the letter of J. F. Tucker, of August 8th, in the preceding case.

DECISION OF COMMISSIONERS.

Messrs. Renken & Tammen, of Parkersburg, Iowa, complain that the Illinois Central Railroad Company charges them $38.45 for a car load of eight thousand brick, weighing 30,750 pounds, hauled from Dubuque to Parkersburg, a distance of one hundred and eighteen miles; that the price is enormous, and an advantage taken of the public; that from prices charged the previous winter it is an overcharge of $6.45.

The answer of Mr. Tucker, Traffic Manager, is, that the rate charged is that of the printed tariff of March 22, 1883, and is the same per mile on all classes as adopted by the trunk line roads, and has been in effect from April, 1879; that it is less than the rates of the Chicago, Milwaukee & St. Paul and the Burlington, Cedar Rapids & Northern Railways. He claims that the rate is reasonable for the service.

The Granger tariff for the same service, which was supposed to be reasonable, would have been on this car-load lot $34.74, or $3.71 less than charged.

The Commissioners understand that there is no discrimination charged, and considering the business done think the rate not excessive.

FRANK W. VORSE, DES MOINES, IOWA, *Complainant*,
vs.
WABASH, ST. LOUIS & PACIFIC, AND CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANIES, *Respondents*.
} *Damages and lost goods.*

Filed August 2, 1883.

Mr. Vorse complained that he shipped a barrel of castings and machinery from Springfield, Missouri, to Des Moines, Iowa, over the railways appearing as respondents; that the barrel was lost and the machinery broken in transit, for which he claimed $28.50 damages.

The matter was referred to John Given, Superintendent of the Chicago, Rock Island & Pacific Railway, and adjusted to the satisfaction of complainant.

H. B. GLOVER & CO., DUBUQUE, IOWA, *Complainant*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondent*.
} *Delay in shipping goods.*

Filed August 8, 1883.

DUBUQUE, IOWA, August 7, 1883.

To the Railroad Commissioners of Iowa:

GENTLEMEN—We inclose you a copy of letter from one of our agents, who is also conducting a store at Walker, Iowa. His letter tells the story about as it is. The Burlington, Cedar Rapids & Northern Railway Company have for some time seemed to put all the obstacles in our way that they could, and we think that calling your attention to this vexatious and annoying delay might do good. The roads are supposed to carry freight, and the time they take to carry them in is out of all reason. Their reason for doing it is, we suppose, to get the "long haul," which seems to be the great and only question the average railroad manager's head of to-day contains.

An early answer will oblige,

Yours respectfully,

H. B. GLOVER & CO.

Inclosed letter read as follows:

Mr. Burrell says it takes goods so long to come from Dubuque that he gets provoked every time he has any come from there. The complaints about delays of freight are not confined to him alone, but come from all along the line. We ourselves never get a bill of goods through from Dubuque to Walker short of seven or eight days, and it is often very provoking. The delays are caused at Independence, where the Illinois Central Railroad claim they are transferred all right, and the Burlington, Cedar Rapids & Northern Railway neglect them; while the B., C. R. & N. R'y claim that the I. C. R. R. neglect to send them over their advance charges, consequently cannot forward till they receive them. The fact is they both should be gone for with a sharp stick, for it is hurting Dubuque all along the line of the B., C. R. & N. R'y, above Independence, as well as below.

(Signed), JOSEPH NORTON.

This complaint was sent to C. J. Ives, General Superintendent Burlington, Cedar Rapids & Northern Railway Company, and was answered as follows:

CEDAR RAPIDS, August 22, 1883.

E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Returning papers in complaint of Glover & Co., of Dubuque. Please note attached correspondence, from which it would seem there is no fault on our part.

Yours truly,

C. J. IVES,
General Superintendent.

Inclosed correspondence was as follows:

CEDAR RAPIDS, IOWA, August 11, 1883.

G. W. HALLOCK, *Agent, Independence:*

DEAR SIR—Please note attached complaint of Railroad Commissioners. Will you please say how freight is handled at your station coming from Dubuque to our local points? I see no good reason for detention. I notice freight is hauled over by team transfer; do they handle it promptly?

Yours truly,

J. E. UTT,
General Freight Agent B., C. R. & N. R'y.

INDEPENDENCE, IOWA, August 15, 1883.

J. E. UTT, *General Freight Agent B., C. R. & N.R'y, Cedar Rapids:*

DEAR SIR—Referring to attached complaint, would say that I cannot see where any delay on our part comes in, as all transfer freight is billed out and forwarded as soon after we get billing from connecting lines as is possible. As we have but one train daily each way, in cases where freight does not reach us in time to be billed and loaded for this train, it of course has to wait until the following day. Goods are transferred by team.

Yours truly,

G. W. HALLOCK.

CEDAR RAPIDS, IOWA, August 21, 1883.

C. J. IVES, *General Superintendent B., C. R. & N. R'y, Spirit Lake, Iowa:*

DEAR SIR—Complaint of detention of shipments from Dubuque for points on this line, etc., herewith. There is no desire on the part of this company to throw any obstacles in the way of the free movement of freight. Complaints similar to the one at hand are of common occurrence. When they are received they are given prompt attention, and remedy applied, if possible. The parties in question have said nothing about their dissatisfaction that I call to mind.

Yours truly,

J. E. UTT,
General Freight Agent.

DES MOINES, IOWA, September 20, 1883.

H. B. GLOVER & CO., *Dubuque, Iowa:*

GENTLEMEN—Mr. Ives, General Superintendent of the Burlington, Cedar Rapids & Northern Railway, denies any fault for delays in freight from Dubuque to points on his line. Mr. Utt, General Freight Agent, says "there

is no desire on the part of this company to throw any obstacles in the way of the free movement of freight."

Mr. G. W. Hallock, Agent at Independence, writes as follows: "All transfer freight is billed out and forwarded as soon after we get billing from connecting lines as is possible. As we have but one train daily each way, in cases where freight does not reach us in time to be billed and loaded for this train, it has to wait until the following day. Goods are transferred by team."

You will see that the officers and agents of this company deny the allegations of the complaint. It will therefore be necessary to establish a case, to take some particular shipment and follow it up, giving us the names of the shippers, the date it left Dubuque, and the date it reached Walker, or any other point on the B., C. R. & N., and the Commissioners will endeavor to ascertain where the delay is, and who is in fault. General complaints are usually met with general denials.

Respectfully,

E. G. MORGAN,
Secretary.

DUBUQUE, November 5, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—It is impossible for us to get our tracers returned. They pay no attention to them. We therefore have to get tracers from here to Independence, and then get the consignee to send us his freight bill, with date of receipt. This all takes time and patience.

Yours respectfully,

H. B. GLOVER & CO.

DUBUQUE, IOWA, December 15, 1883.

E. G. MORGAN, *Secretary, Des Moines, Iowa:*

We cannot get these tracers returned. Will endeavor to get more evidence if we can.

H. B. GLOVER & CO.

The Commissioners had hoped to have closed this case, but have not yet received from Glover & Co. evidence to sustain the complaint.

H. W. HARRIS, PERRY, IOWA, *Complainant,*
vs.
DES MOINES & FORT DODGE RAILROAD COMPANY, *Respondent.*

Damages for cattle killed on highway crossings.

Filed August 11, 1883.

PERRY, IOWA, August 8, 1883.

Railroad Commissioners:

DEAR SIR—On the 2d of July one of my steers, with one or two other cattle, was standing on a highway railroad crossing and could have been seen by the engineer for a long distance He ran into them without trying to stop, killing the steer. The company claims it does not have to pay for stock killed on crossings. Will you please write whether they are bound to pay for it or not.

Yours,

H. W. HARRIS.

DES MOINES, IOWA, August 9, 1883.

H. W. HARRIS, *Perry, Iowa:*

DEAR SIR—Your letter of August 8th received and contents noted. The Commissioners desire you to give them a history of the case: What railroad the accident happened on, whether by a freight or passenger train, the exact location where it occurred, and the time of day.

By order of the Board.

E. G. MORGAN,
Secretary.

PERRY, IOWA, August 10, 1883.

DEAR SIRS—I received your letter of inquiry. My steer was killed by the Des Moines & Fort Dodge Railroad Company on July 2d, about 3 P. M. by the passenger train going north. My steer with one or two others was standing on a crossing (highway); the track is straigh for miles and slightly down grade, the stock could have been seen for a long distance. The company had damned up a pond of water near the crossing which drew the cattle there and after drinking they would stand on the crossing, as it was high and cool I have four or five witnesses living in the vicinity, who saw the whole transaction. We wrote to their lawyer who gave us to understand they would do nothing unless sued. I have had one killed since in the same place; she ran on track ahead of train, and I don't know that they are liable in such a case.

Yours,

H. W. HARRIS.

DES MOINES, August 15, 1883.

H. W. HARRIS, *Perry, Iowa:*

DEAR SIR—Your letters of August 8th and 10th have been considered by the Commissioners. The case of *Smith v. C, R. I. & P. Ry.*, Iowa Reports, volume 34, page 508, says: "Now if the cattle were in the habit of frequenting the track, as between the plaintiff and the defendant, it became the plaintiff's duty to be the more diligent in his efforts to keep them off; and while this fact might require greater diligence on the part of the defendant, yet if neither the plaintiff nor the defendant used greater care they were equally negligent and neither could recover from the other. In other words, the owner of the cattle may not turn them out and enable them to frequent a place of great peril on the depot grounds or track of a railroad company and then demand that the railroad company shall stops its trains and drive off his cattle, or slacken the speed, or change the time table, in order to deliver his cattle from the peril in which he has voluntarily placed them."

The Commissioners are inclined to the opinion that the case, as you have stated it, would hardly entitle you to recover, under the law as interpreted by the Supreme Court.

Respectfully,

E. G. MORGAN,
Secretary.

CITIZENS OF HAWARDEN, IOWA, *Complainant*,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent*. } *Petition for depot.*

Filed August 21, 1883.

LE MARS, IOWA, August 16, 1883.

To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Citizens of Hawarden, in Sioux county, have forwarded to me the inclosed petition, which explains itself, and requested me to send same to you with a request that, at as early a date as may be convenient, you will consider and grant the prayer of the petition. It is represented to me, and I am prepared from personal observation, as a traveler over the Chicago, Milwaukee & St. Paul line, to endorse the statement, that while trains on that line slack up in passing, and deliver and receive mail, yet no full stop is made and no convenience afforded passengers to alight from or get on the trains on this road at the station of Hawarden. It is true that their station at Calliope is not more than one mile distant from Hawarden, yet it would seem that some arrangement might be made between the two companies which would afford greater conveniences to those who may wish to get on or off the C., M. & St. P. cars at the latter place. It is probably true that there may not exist a very pleasant feeling between the two railway companies and the people of the two towns, and yet Hawarden is becoming quite a village, and her people feel that they are entitled to better treatment from the C., M. & St. P. R'y Co. I sincerely hope you may find the request reasonable and make such order as in the premises may be just to all concerned. When you arrive at a decision please communicate the same to me or to Mr. G. F. Hunter at Hawarden.

Yours truly,

I. S. STRUBLE.

To the Honorable Board of Railroad Commissioners of the State of Iowa:

We, whose names are hereunto subscribed, do earnestly petition that a suitable passenger station be located at Hawarden, Iowa, by the Chicago, Milwaukee & St. Paul Railway Company where their road crosses the Chicago & Northwestern Railway, and we give reasons for our prayer as follows:

This town of Hawarden is now a town of about five hundred inhabitants, and, being a division station for both passenger and freight trains of the Toledo & Northwestern Railway Company and Dakota Central Railway Company (of the Chicago & Northwestern Railway Company) is fast becoming a town of prominence for all kinds of business, and although the C., M. & St. P. trains merely stop here for mail and have a station at Calliope, one mile north of this, a regular passenger station at this point would greatly convenience the people here and the traveling public in general. And your petitioners will ever pray that one be located here forthwith, and such an one becoming a growing division town.

Dated August 8, 1883, *Hawarden, Iowa.*

[Here followed signatures of forty citizens of Hawarden.]

ORANGE CITY, IOWA, August 24, 1883.

HON. L. S. COFFIN:

DEAR SIR—The people of Hawarden, Sioux county, are anxious to have a depot at the crossing of the Chicago & Northwestern Railway and Chicago, Milwaukee & St. Paul Railway at their town in the western part of Sioux county. It is very inconvenient for them to be compelled to go to Calliope, when the lines cross right at their town. They ought to have some accommodation, I should think, as a good deal of business is done at Hawarden, and much of it has to be transferred by team to Calliope, which a small depot at Hawarden would obviate. Can you not get the Milwaukee to put in a depot there?

Yours,

FINLEY BURKE.

The above petition and letters were sent to Roswell Miller, Assistant to the Manager Chicago, Milwaukee & St. Paul Railway, to which the following reply was made:

MILWAUKEE, August 30, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I am in receipt of your favor of the 21st instant, inclosing petition of citizens of Hawarden asking that a passenger station be located at that place. Our station at Calliope is less than a mile distant from Hawarden. We cannot at present afford to establish and maintain two stations so near together, and of course we cannot abandon our station Calliope.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

DECISION OF THE COMMISSIONERS.

A petition of forty (40) citizens of Hawarden, indorsed by the Hon. I. S. Struble, was presented to the Board, asking that the Chicago, Milwaukee & St. Paul Railway Company be required to locate and erect a suitable passenger station at Hawarden, where their road crosses the Chicago & Northwestern Railway. The petitioners state that the town of Hawarden has about five hundred inhabitants; that it is a division station for both passenger and freight trains of the Toledo & Northwestern and Dakota Central Railways, both branches of the Northwestern road; that a regular passenger station at this point would be of great advantage and convenience to the people of Hawarden, which is fast becoming a town of prominence for all kinds of business.

The papers were submitted to the Chicago, Milwaukee & St. Paul Railway, and Mr. Roswell Miller, assistant to the manager, replies that their station at Calliope is less than a mile from Hawarden; that they cannot at present afford to maintain two stations so close together, and cannot abandon their station of Calliope. The station Calliope, on the C., M. & St. P. R'y, was established and has been a station on that line of road ever since it was completed, at least five years before the Northwestern road was built in that locality.

The question whether the railway company could abandon this station or transfer it to another point, without the consent of all parties interested, or who have acquired some rights by the establishment and existence of Calliope station, is probably intended to be a part of Mr. Miller's reply.

The complaint is made under the following provisions of section 3, of the Commissioner law:

"Whenever in the judgment of the Railroad Commissioners, it shall appear that any railroad corporation fails in any respect or particular to comply with the terms of its charter or the laws of the State * * * * * or any addition to, or change of its stations or station-houses * * * * * or any change in the mode of operating its road and conducting its business, is reasonable and expedient in order to promote the security, convenience,

and accommodation of the public, said Railroad Commissioners shall inform such railroad company of the improvements and changes which they adjudge to be proper, * * * * * and a report of the proceedings shall be included in the annual report of the Commissioners to the legislature."

The matter for the Commissioners to determine is whether the business with the C., M. & St. P. road, of the five hundred people living at Hawarden, is of sufficient magnitude to justify the Commissioners' requiring them to erect and maintain another passenger station within less than a mile of a station that was established long before the petitioners had any interest in their present location, and which it is fair to presume they cannot now abandon.

As at present advised the Commissioners do not feel justified in making the recommendation asked.

Des Moines, Iowa, September 21, 1883.

CLINE & BENNETT, MERIDEN, IOWA, *Complainants*, vs. ILLINOIS CENTRAL RAILROAD COMPANY, *Respondent*. } *Incorrect weight on lumber shipped from Dubuque.*

Filed August 29, 1883.

MERIDEN, IOWA, August 17, 1883.

MR. L. S. COFFIN, *Fort Dodge, Iowa:*

SIR—We are lumber dealers. We want to know if the Railroad Commissioners have any powers in the following cases, or case. We ship our lumber from Dubuque; the railroad company has it weighed at that point; we have been weighing the lumber here since last spring, and find a good many cars fall short from the railroad company's weights, all the way from one thousand to seven thousand pounds on such cars. We have furnished the railroad company's agent with scale tickets showing corrected weights, and paid freight on corrected weights. They kicked on such weights, but we had their agent weigh one car, which fell short seven thousand pounds. He reported same and received correction; but they have now ordered their agent not to correct weights, but make us pay freight on Dubuque weights, claiming that they are supposed to be right. We are willing to pay on all such as are right, but don't like to submit to highway robbery in such a way.

A good many cars have been overcharged from five to twelve dollars, which we think is too much. Please let us know by mail if there can be anything done in the case if they should overcharge us, as they have done in the past.

Yours truly,

CLINE & BENNETT.

The compiaint was sent to J. F. Tucker, Traffic Manager Illinois Central Railroad, and was answered as follows:

CHICAGO, September 18, 1883.

E. G. MORGAN, *Secretary Railroad Commessioners, Des Moines, Iowa:*

DEAR SIR—Referring to your letter of August 29th, with enclosure of copy of complaint of Messrs. Cline & Bennett, of Meriden, I beg to enclose some correspondence relating to the matter. You will notice what the agent at Dubuque says with regard to the manner in which he weighs the cars; also, the corrections which have been made by us on eight of the thirty-five cars that this firm has received since January 1st. We very cheerfully leave the matter in the hands of the Commissioners, submitting, however, that we are full as likely to be correct in our weighing at Dubuque as they are at Meriden. I would like to have all the pa-

pers returned to me with the decision of the Commissioners. I need not assure you that it is our policy to charge only on what is actually transported: and with all due respect to our patrons, upon whom we depend for every cent of our revenue, and for whose good opinion we aim to do everything consistent, yet, in my judgment, in the course of a year we move a great deal of overweight tonnage, for which we get no money.

Yours truly,

J. F. TUCKER,
Traffic Manager.

CHICAGO, August 13, 1883.

F. E. WILLIS, *Agent Illinois Central Railroad Company, Meriden*:

DEAR SIR—I want to call your attention to corrections made on Dubuque way-bills 1281 and 2753. I have instructed Dubuque to honor the corrections, but as to the future, wish to say that this lumber is all carefully weighed on the track scales at Dubuque, and, it is fair to presume that our weights are correct. If, however, at any time, there is manure or other dirt in the stock cars, or any other evidence of overcharge, advise me before making corrections, sending memoranda of weights or such other evidence as you have. I do not like to have corrections made after the property has been weighed on track scales without good evidence, and being approved by this office before the charge is made.

Yours truly,

H. L. SHUTE,
General Freight Agent.

CHICAGO, September 1, 1883.

F. E. WILLIS, *Agent, Meriden:*

DEAR SIR—Refer to Mr. Shute's letter to you of 13th of August. How do Cline & Bennett weigh their lumber when delivered to them at Meriden? Please give me full particulars on this sheet.

Yours truly,

J. F. TUCKER.

DEAR SIR—This firm weigh their lumber when unloaded from car, on common hay scale by wagon loads, and is weighed by a disintereste party, who has nothing to do with the lumber whatever.

Yours truly,

F. E. WILLIS.

CHICAGO, September 10, 1883.

L. H. PARKER, *Agent Illinois Central Railroad Company, Dubuque, Iowa:*

MY DEAR SIR—See enclosed correspondence, which please return. How do you weigh this lumber: do you separate the cars? Are the track scales in good order? Make statement please, showing date, number of car, number of way-bill weight and rate of all cars shipped to this Meriden firm since January 1, 1883, and what corrections you have acknowledged.

Yours truly,

J. F. TUCKER.

DUBUQUE, IOWA, September 12, 1883.

J. F. TUCKER, *Traffic manager*:

DEAR SIR—Enclosed I hand you statement as requested, shipments of lumber for Cline & Bennett, Meriden, Iowa, January 1st to date. We formerly weighed lumber in cars coupled, moving very slow over the scales. Since early summer we have weighed the cars detached, and that is the orders to the men now. Last winter we could not clean stock cars, and many cars were loaded with manure in them, but a reasonable amount of weight was deducted to cover the weight of the manure, but of course in many instances the estimate would be low,

as the lumber covered the manure and a man could not see it. I have no doubt many cars were billed under weight, too much having been allowed for the manure and sand, but no one was ever, to my recollection, anxious enough about the company to come in and tell us they were undercharged on one car, and that we could add three to seven hundred pounds to the next car to make up our loss on the former car. Our scales sometimes get out of order, but the *scales man* comes around occasionally, and if not all right he puts them in good order. During the last three months he has been here twice and reported to me both times, after he made examination, that he found the scales all right. The enclosed report shows the corrections that have been made on their lumber.

Yours truly,

L. H. PARKER,
Agent.

Attached to this letter were way-bills, showing that thirty-five cars of lumber had been forwarded to Messrs. Cline & Bennett, and that corrections in weight had been made on eight of these cars.

DECISION OF THE COMMISSIONERS.

On the 17th of August, 1883, Messrs. Cline & Bennett, lumber dealers at Meriden, enter complaint to the Commissioners that they have been shipping lumber from Dubuque over the Illinois Central Railroad; that they have been weighing the lumber since last spring and find many cars fall short of the railroad company's weight; that they furnished the agent at Meriden with tickets showing the corrected weight, and the freight bills were allowed to be paid on the corrected weights.

On the 13th of August, H. L. Shute, general freight agent, writes from Chicago to the agent at Meriden, instructing him in the future to make no corrections without the approval of his office after sending the evidences of overcharge, Mr. Shute claiming that the weight was quite as likely to be correct weighed on the track scales at Dubuque as at Meriden. He directed the corrected way bills of July 12th and 25th to be allowed. This order gave rise to the complaint. On September 1st, Mr. Tucker, traffic manager, writes Mr. Willis, the agent at Meriden, asking him how Cline & Bennett weigh their lumber. The reply is, "By wagon loads, on a common hay scale, the weighing being done by a disinterested party." The railroad company furnished the Commissioners the way bills of lumber from Dubuque to Meriden, consigned to Cline & Bennett, from January 1st to September 7th. The total number of cars shipped during that time was thirty-five; the first corrected bill was on February 17th; the last allowed, paid by the agent, was July 25th. Between February 17th and July 25th twenty-three cars were shipped to the firm; of this number, eight were allowed a deduction for over-weight by the station agent of $41.19, the overcharge running from $1.70 to $9.35 per car. The over-weight was as follows; On car February 17th, 1,000 pounds; March 17th, 1,100; March 24th, 3,850; April 2d, 4,400; May 23d, 2,600: June 2d, 5,500; July 12th, 4,900; July 25th, 900.

The amount seems large, but the Meriden agent, in allowing this, if he properly regarded the interests of his employers, had ample reason to be satisfied that the weights as furnished by Cline & Bennett were correct. No

explanation of the cause of the incorrectness of weights was furnished by the complainant, but Mr. L. H. Parker, agent at Dubuque, supplies the information. He says that the lumber is often loaded in stock cars with manure in them, and the men were supposed to deduct a reasonable amount to cover the weight of the manure, but in many instances the estimate would be low, as the lumber covered the manure and the men could not see it.

The Commissioners can hardly believe that the officers of the Illinois Central Railroad would claim this method of determining the weight as correct when compared with the weight of the lumber weighed on even a hay scale by the wagon load. The looseness of this method of doing business is hardly creditable to the company. To guess at the weight of the manure and water in a sanded car is, under the most favorable circumstances, a very questionable practice; when the car is filled with lumber so as to cover it, no estimate can be made. We suppose the practice is to deduct from the total weight the registered weight of the car, with such allowance as may be thought best. The entire practice seems reprehensible. It is the business of the railway company to provide some means of doing this accurately and, if no other method can be arrived at, the stock cars should be weighed before they are loaded as well as afterwards.

The company have no right to complain if their men guess too little. The lumber dealer, in exercising all the means in his power to attain accuracy, is certainly doing a commendable thing.

The Board would recommend, if the railroad company can devise no better means for getting at the weight of lumber accurately, that they adopt that furnished by the weigh-master at Meriden. They regret to have complaints of this character to investigate; the lumber and cars are in the possession of the company, and it is their duty to the public and themselves to provide for accuracy.

Des Moines, Iowa, September 21, 1883.

A. HUNTER, WYMAN, LOUISA COUNTY, IOWA, *Complainant*,
vs.
BURLINGTON & NORTHWESTERN RAILWAY COMPANY, *Respondent*.

For failure to comply with section 1268, Code 1873.

Filed August 31, 1883.

WYMAN, LOUISA COUNTY, IOWA, August 24, 1883.

MR. A. R. ANDERSON:

DEAR SIR—Having a matter of difference with the Burlington & Northwestern Railway in the way of stock guards and fence, thought I would lay the matter before your honorable body for adjustment, having appealed to company time and again for relief, and received none. In the first place, when the road was built through my land four years ago, they gave me a contract in which they agreed to pay me $300 in cash and fence the road with hog proof fence on both sides. They paid the $300 in about one year, and that is all they have done. I will say in regard to the contract, there was no time specified when fence should be put in but conveyed the idea to me that it would be in the course of one year. I received the con-

tract for fence as a part of my damage. Now, I have in the time changed my land to meadow and wish to pasture during fall months in which it becomes necessary for me to have a fence or stock guards, which I have asked for, and the company refuses to give me either. Last fall I pastured by keeping my boy from school to herd the stock from their track. I, in the meantime, fenced up to their track east and west, and then asked for a stock guard to protect my crop, when Mr. Gerry, the superintendent of the road, would promise fair, but promises was all I would get. Seeing your operations elsewhere, thought perhaps you could give me some means of relief. Hoping to hear from you, I am,

Very respectfully,

A. HUNTER.

This complaint was sent to Mr. John T. Gerry, Superintendent Burlington & Northwestern Railway, who replied as follows:

BURLINGTON, IOWA, September 9, 1883.

E. G. MORGAN, *Secretary, etc.:*

DEAR SIR—I have yours of August 31st, enclosing complaint of Mr. Hunter. I have always told him he could have stock guard when he had any fence. His trouble seems to have been that he wanted it before. He now has fence and roadmaster is instructed to put in guard. So far as fencing right of way is concerned, we are unable to do anything.

I am sorry to say that the crop failures of the past few years have been a very serious matter to us, and although we would like very much to not only build this fence, which we are under peculiar obligations to undertake, but also in other places where the obligation is quite as strong, even though not set out in an agreement.

Yours very respectfully,

JOHN T. GERRY.

DES MOINES, IOWA, September 20, 1883.

A. HUNTER, *Wyman, Louisa county, Iowa:*

DEAR SIR—The Commissioners forwarded your letter of August 24th to the officers of the Burlington & Northwestern Railway Company. Mr. John T. Gerry, Superintendent, says that he has instructed the Road Master to put in cattle guards on your land and would have put them in sooner had your fence been built.

Mr. Gerry acknowledges the obligation to build the fence, but pleads the poverty of his company. He says the crop failures of the past two years have been a very serious matter with them, and they have failed to comply with this contract with you from utter inability to meet it.

The Railroad Commissioners have no power to enforce the performance of a contract; their duties are largely in the nature of arbiters.

In your case there is no question between you and the company but the failure to perform a contract the force of which they admit.

By order of the Board.

E. G. MORGAN,
Secretary.

CRYSTAL MILL & GRAIN COMPANY, COUNCIL BLUFFS, IOWA, *Complainant*,
vs.
IOWA POOL LINES, *Respondent*.
} *Discrimination.*

Filed August 31, 1883.

COUNCIL BLUFFS, August 29, 1883.

To the Honorable Railroad Commissioners of the State of Iowa:

GENTLEMEN—We respectfully call your attention to what seems to us an unjust discrimination on the part of the Iowa Pool lines of railroad in classification of *flour*. They class from one to ten ton lots of flour in cotton sacks, owner's risk of wet and waste, at third class, which is too high. Give no class for 5,000 to 10,000 pound lots. As it is now it costs us twenty-six cents ton lots to Creston, car lot sixteen cents; Des Moines thirty cents, car lot nineteen cents; Davenport forty cents, car lot twenty-two and a half cents, while Kansas City ships to any point in Iowa on the five lines at twenty cents car lots, being an unjust discrimination against Iowa mills in favor of more distant mills and over two lines of railroad, at less corresponding rates. And we earnestly ask your early consideration of this claim, and such recommendations as your wisdom deems just in the premises, for which we shall ever pray.

Respectfully,

CRYSTAL MILL & GRAIN COMPANY.

This complaint was sent to the General Managers of the Chicago & Northwestern Railway, Illinois Central Railroad, Chicago, Burlington & Quincy Railroad, Wabash, St. Louis & Pacific Railway, Chicago, Milwaukee & St. Paul Railway, and the Chicago, Rock Island & Pacific Railway, who replied as follows:

CHICAGO, September 12, 1883.

E. G. MORGAN, *Secretary:*

DEAR SIR—I am in receipt of your favor of the 1st instant, covering complaint of the Crystal Mill & Grain Company, of Council Bluffs, of unjust discrimination on the part of the Iowa lines in the classification of flour; and so far as it refers to there being no rates fixed, under the present classification in use in Iowa, for shipments weighing over 2,000 pounds and less than 20,000 pounds, the difficulty will be removed by the adoption of the Joint Western Classification, September 24th, which will make shipments of flour as follows:

In barrels any quantity less than full car loads, fourth class.

In cotton sacks, owner's risk of wet and waste, fourth class.

In paper sacks, owner's risk of wet and waste, third class.

Car load lots whether in barrels, cotton or paper sacks owner's risk of wet and waste, to be carried at wheat rates.

We are not directly interested in the movement of flour from Kansas City to Iowa points, as such shipments are not made to stations on our line. We understand, however, that the differences existing in the present rates from Council Bluffs and Kansas City to Iowa points on car load lots has been referred to a committee composed of the freight representatives of the roads interested in carrying the property, with instructions to report a plan for adjusting and equalizing the rates at an early date. We have no doubt the committee will reach a conclusion which will be equally satisfactory to your Honorable Board and the Crystal Mill & Grain Company.

Yours truly,

M. HUGHITT,
General Manager Chicago & Northwestern Railway.

CHICAGO, September 3, 1883.

E. G. MORGAN, *Secretary, etc.:*

DEAR SIR—I have your esteemed favor of the first instant, with inclosure of copy of letter from Crystal Mill & Grain Company, of Council Bluffs, complaining against the Iowa pooled lines discriminating against Iowa mills. As the complaint refers to nothing that we do on our line, I have taken the liberty of forwarding your letter to J. W. Midgley, who is Commissioner of the Iowa Trunk Line Association.

Yours truly,

J. F. TUCKER,
Traffic Manager Ill. Cent. R. R.

CHICAGO, September 10, 1883.

E. G. MORGAN, *Secretary:*

MY DEAR SIR—Referring to yours of September 1st, inclosing copy of letter from Crystal Mill & Grain Company, of Council Bluffs, Iowa, and my reply to you thereto of September 3d. September 5th, at the meeting of the Iowa Trunk lines, the matter was referred to a committee consisting of Messrs. Ripley, Sage and Olds, they to investigate the matter, with the view of removing the discrimination complained of, if any exists.

Yours truly,

J. F. TUCKER.

Letters to the same effect were received from the other companies addressed, and on November 6th the complainant informed the Board that the matter had been satisfactorily adjusted.

KANAN SPRENKLE, IMOGENE, IOWA, *Complainant*,
vs.
WABASH, ST. LOUIS & PACIFIC RAILWAY COMPANY, *Respondent*.
} *Discrimination.*

Filed September 1, 1883.

IMOGENE, IOWA, August 27, 1883.

MAJOR ANDERSON, *Railroad Commissioner:*

DEAR SIR—This will inform you that I understand that the Wabash, St. Louis & Pacific Railway Company is making a discrimination in freight rates from Council Bluffs to Chicago—twenty-five cents per hundred pounds for corn from Council Bluffs and twenty-eight cents per hundred pounds from Imogene, some forty miles nearer Chicago, or a difference of three cents per hundred pounds in favor of Council Bluffs, which will make a difference of $180 per annum in my shipping. I don't think this is right. If it pays the company to haul for twenty-five cents from Council Bluffs, I think they ought to haul for the same from Imogene. I hope you will investigate the matter, and not allow us poor farmers to be treated in this way. I don't want the company to do my hauling cheaper than they are hauling for others, but I look for them to do it for the same, for it is some forty miles nearer, and I know it can be done by them.

Your friend,

KANAN SPRENKLE.

The Commissioners called on Mr. Sprenkle for proof, which has not been furnished. The case has therefore been dismissed for neglect to comply with this request.

J. W. WINKLER, WOODWARD, IOWA.
Complainant,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY,
Respondent.

Discrimination and Damages.

Filed September 19, 1883.

Mr. Winkler, a dealer in grain and live stock, at Woodward station, on the Chicago, Milwaukee & St. Paul Railway, complains that J. A. Hartman, the owner of an elevator at the station Woodward, has been receiving, between the first of April, 1882, and the present time, from the company, a drawback on grain by the hundred and on the car load of live stock. He has no means of knowing the amount, and asks the Board, under the provisions of section 9, chapter 77, laws 1878, to examine under oath the agents and the books of the company to determine the amount of this drawback. Mr. Winkler states that since the opening of the road, April 1, 1882, J. A. Hartman has shipped from Woodward station two hundred and forty cars of grain and stock; J. W. Winkler and J. W. Winkler & Co. eighty-seven cars grain and stock.

He claims that he is discriminated against in his business contrary to the provisions of section 11 of the Commissioner law.

A copy of this complaint was sent Mr. Roswell Miller, Assistant to Manager C., M. & St. P. Ry., who answered as follows?

MILWAUKEE, October 4, 1883.

E. G. MORGAN, *Secretary, etc.:*

DEAR SIR--Referring to your favor of the 20th ult., complaint of J. W. Winkler, Woodward Station, Iowa. We have had Mr. Winkler here and have made him the same rates as are made to A. J. Hartman, although the rates made to Hartman are based upon his volume of shipments, and the fact that he had at our solicitation built an elevator at Woodward for the purpose of handling grain promptly and preventing delays to our cars, and has incurred a heavy expense. We consider it proper and right to make a less charge for transportation of grain moving through an elevator, on account of the greater promptness in loading our cars. We have, however, not made a point of this with Mr. Winkler, and shall not until compelled to do so, as we desire to work in harmony with all shippers.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

A copy of this letter was sent complainant, who replied thereto as follows:

WOODWARD, IOWA, October 9, 1883.

E. G. MORGAN, *Secretary:*

DEAR SIR—In reply to yours of 6th instant, would say that I do not claim the company have not made me the same rate as Mr. Hartman at present. My complaint is for the past. I insist on having what grain and stock I have shipped since this station started carried at the same rate as Mr. Hartman. This they positively refused me when I called on them, but did agree to give me the same rate in future as they did Mr. Hartman. I inclose you some correspondence between the General Freight Agent of this Division and myself. These let-

ters are in answer to one from me about as follows: "May I expect that I shall receive the same rebate on stock and grain already shipped as others have received?" They admitted giving Mr. Hartman a rebate on hogs since February last, and offered to give me the same if I would put in bill. I insisted on having the same from time the station started. This they refused. I propose, if possible, to compel them to go back to time this station started.

Respectfully yours,

J. W. WINKLER

DES MOINES, IOWA, October 31, 1883.

ROSWELL MILLER, *Assistant to Manager Chicago, Milwaukee & St. Paul Railway, Milwaukee, Wis.:*

DEAR SIR—In the matter of the complaint of J. W. Winkler, Woodward, Iowa, the enclosed letters, received from him some days ago, are forwarded you for examination, and such an answer as you may see proper to make.

By order of the Board.

E. G. MORGAN,
Secretary.

MILWAUKEE, November 17, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Your communication of October 31st, enclosing the complaint of J. W. Winkler, of Woodward, Iowa, directed to Mr. Roswell Miller, assistant to the general manager, was duly received, and has been handed to me for reply. It appears from said complaint that Mr. Winkler is not complaining of any present action of the company, or any that has taken place within a year past. He complains of transactions that took place prior to November, 1882, and during the first few months that our road was operated in that section, and before our business there was properly organized.

The freight agent who was in charge of that business at that time is not now in the employ of the company, and whether any irregularities were practiced by him of the kind complained of, we are not advised; and we would barely suggest that in our opinion such a complaint hardly comes within the purview of the statute creating your Commission.

He is not complaining of the present conduct of the company and we hardly think that we should now be called to an account for matters that took place more than a year ago and before the business of our road on that line had been properly organized; and as the freight agent who made those arrangements, whatever they were, is now out of our employ, it might be difficult for us to determine whether the action imputed to us was ever taken by him. And we most respectfully submit that we ought not to be called upon to make further answer to said complaint.

Very truly yours,

JOHN W. CARY,
General Solicitor.

DES MOINES, IOWA, November 22, 1883.

JNO. W. CAREY, *General Solicitor Chicago, Milwaukee & St. Paul Railway Company, Milwaukee, Wis.:*

DEAR SIR—Your letter of November 17th received and contents noted. It is true that the transactions of which Mr. Winkler complains were prior to November, 1882, but that portion of the road with which his business relations existed was built some years after the passage of the Commissioner law, and the Board see no reason why you should have cause to complain of

its provisions. They are of the opinion that a careful examination of sections 10, 11 and 12 of the law will satisfy you, if Mr. Winkler's complaint is true, that the provisions have been violated. Section 3 of the law defines the duties and powers of the Board, and the Commissioners in calling your attention to this case do not believe they are assuming any powers not conferred by the statute.

They would prefer that the adjustment should be made between the parties, but if this cannot be done, will feel it their duty to examine into the facts and advise the company of their finding in the case.

By order of the Board,

E. G. MORGAN,
Secretary.

MILWAUKEE, December 14, 1883.

E. G. MORGAN, *Secretary, etc.*:

DEAR SIR—Absence from home has prevented an earlier reply to your letter of November 22d, in the matter of the complaint of Mr. Winkler.

I did not intend in my letter to question your right or power to act in the case of Mr. Winkler, provided you deemed it a case requiring your action. I have no doubt that the complaint is within the power and authority conferred upon your Board, and only intended in my letter to suggest whether the Board felt themselves called upon to take up a case of this kind where the practices complained of had long since ceased, which continued but for a short time and were incident to the matters connected with the first establishment of the line and before its business had in fact become established.

We do not desire to put your Board to any trouble in the matter, but will ourselves endeavor to look into the case and take such action as the circumstances appear to require.

Very respectfully yours,

JOHN W. CARY,
General Solicitor.

DECISION OF THE COMMISSIONERS.

Mr. Winkler's complaint is that between the first of April, 1882, the time of opening the Chicago, Milwaukee & St. Paul railway line to station Woodward, and the fourth of October, 1883, J. A. Hartman, the owner of an elevator at that station and a dealer in grain and live stock, received a drawback on grain shipped by the hundred pounds, and on live stock by the car load; and that this drawback is a violation of the Commissioner law. The company admit the discrimination, as claimed, but from October 4th, 1883. say they have given all parties at this station the same rates.

Mr. Winkler asks, on the eighty-seven car loads that he has shipped, the same drawback given his competitor, who, in the same period, shipped two hundred and forty cars.

In the case of the *Trustees of Red Oak vs. the Chicago, Burlington & Quincy Railroad Company*, reported on page 554 of Railroad Commissioners' Report, 1882, the Commissioners construe section 11, of chapter 77, of the acts of the Seventeenth General Assembly, to mean that the mere fact of owning or operating an elevator furnishes "no good reason why a farmer or merchant should not get the same rate as an elevator man gets, provided he

loads *substantially in the same time.*" "We do not believe that the law requiring like rates under like conditions and circumstances justifies distinction between owners of elevators and other shippers."

The Commissioners are of the opinion that Mr. Winkler is entitled to the same drawback that the company has voluntarily paid Mr. Hartman. They have not thought it necessary to determine the amount that the company should return to Mr. Winkler, as rebate, further than is indicated above.

Des Moines, Iowa, December 8, 1883.

H. F. SHIPLEY, POST-MASTER, AND 112 OTHER CITIZENS OF HERNDON AND VICINITY, IOWA, *Complainants,* vs. CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent.*	*Petitoin for a passenger depot at the crossing of C., M. & St. P., and W., St. L. & P. R'ys.*

Filed September 19, 1883.

HERNDON, IOWA, October 27, 1883.

To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:

We, the undersigned, citizens of Herndon and vicinity, do respectfully petition your honorable body to have erected and maintained at crossing of Chicago, Milwaukee & St. Paul Railway with Wabash, St. Louis & Pacific Railway, a suitable shelter for the better accommodation of passengers; and we further ask you to have, or cause to be made, a side-track for the transfer of freight.

[Signed] H. F. SHIPLEY.
and 112 others.

A copy of this petition, with two letters making the same complaint, were sent the General Manager of the Chicago, Milwaukee & St. Paul Railway, who replied as follows:

MILWAUKEE, October 2, 1883.

E. G. MORGAN, *Secretary, etc.*:

DEAR SIR—Referring to complaint of H. F. Shipley, Herndon, Iowa, the crossing referred to is about one and one-half miles west of our station, Jamaica. We do not name it on our time cards, nor do we consider it a station. We cannot afford to maintain another station so near to Jamaica, nor is there sufficient business to justify it. We placed the platform there solely as a matter of accommodation to the few passengers who may desire to take or leave our trains while we make the crossing stop. It seems to have been a mistake to so accommodate them.

Not long since the Post-master attempted, through the Post-office Department, to compel us to stop our trains on the east side of the crossing, that is, to make two stops of east bound trains. Failing to accomplish this, he now comes to you, the ultimate object being a regular station, which would compel us to deliver mails to and from trains, and in effect to maintain a complete station.

The citizens of Herndon have made several efforts to compel us to establish a station at this point. Their appeal to you is another effort in the same direction.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

DECISION OF THE COMMISSIONERS.

On the 19th day of September the Commissioners received a complaint signed by H. F. Shipley, postmaster of Herndon, that either he or his assistant were compelled to carry the mail from Herndon to the platform erected by the Chicago, Milwaukee & St. Paul Railway at the crossing of the narrow gauge road, and that during inclement weather, when the trains were late, it was very unpleasant to remain there without shelter.

In answer to questions from the Board he says that the distance from the post-office to the platform is about forty rods; the distance that the company should deliver the mail is at all points within eighty rods of the station; that the company receives and delivers passengers at these platforms, but provides no protection for them while waiting. Mr. Sawyer, mail messenger, under date of September 24th, makes about the same complaint. Dr. F. C. Jones, on October 23d, makes the complaint that passengers for these trains suffer great inconvenience and discomfort for failure of the company to provide shelter.

These letters are followed by two petitions, one dated October 29, 1888, signed by L. G. Rice and thirty-eight others, and the other dated October 27, signed by H. F. Shipley and one hundred and twelve others, asking the Commissioners to order the erection and maintenance of a suitable station-house or shelter for passengers at the crossing.

In answer to the complaints, Roswell Miller, Assistant to the General Manager of the C., M. & St. P. R'y, writes that the crossing is one and one half miles from the station Jamaica on their line; they do not regard this point as a station, do not name it on their time-cards, although as a matter of accommodation to the few passengers who may desire to take their trains while making the crossing-stop, they have placed platforms. He says the ultimate object is a regular station which would compel them to deliver mails to and from trains and in effect to maintain a complete station.

The authority for the Commissioners to interfere in this case, if such is intended by the law, is found in section 3, chapter 77, of the laws of the Seventeenth General Assembly, which reads: "Said Commissioners shall have the general supervision of all railroads in the State operated by steam, and shall inquire into any neglect or violation of the laws of this State by any railroad corporation doing business therein, or by the officers, agents or employes thereof, and shall from time to time carefully examine and inspect the condition of each railroad in the State and of its equipment and the manner of its conduct and management with reference to the public safety and convenience." * * * * * * "Whenever in the judgment of the Railway Commissioners, it shall appear that any railroad corporation fails in any respect or particular to comply with the terms of its charter or the laws of the State, or whenever in their judgment any repairs are necessary upon its road, or any addition to its rolling stock, or any addition to or change in its stations or station-houses * * * * * * is reasonable and expedient in order to promote the security, convenience and accommodation

of the public, said Railroad Commissioners shall inform such railroad corporation of the improvements and changes which they adjudge to be proper by a notice thereof in writing," etc.

The first question to be determined is whether at this crossing a passenger station should be maintained. From personal examination and the information that the Commissioners have been able to obtain, they are clearly of the opinion that it should, and that it should be kept comfortable for passengers waiting for trains.

The second question is as to their powers under the law. The Commissioners, after examining the sections of the law quoted above, have reached the conclusion that they did not intend to convey power to the Board to compel the companies to erect and maintain passenger stations at these points.

There are about thirty cases of the same character in the State, and they would suggest that the simplest and surest method of accomplishing this would be the passage of a general law, as in Missouri and Michigan, requiring all railways crossing at grade to erect and maintain suitable station-houses at the crossing, to be maintained jointly at the expense of the roads. This would readily solve a question that will always be troublesome until finally settled in some such way.

The Missouri law reads as follows: "Every railroad corporation in this State, which now is or may hereafter be engaged in the transportation of passengers or property, shall give public notice of the regular time of starting and running its cars, and shall furnish sufficient accommodations for the transportation of all such passengers, baggage, mails and express freight as shall, within a reasonable time previous thereto, be offered for transportation at the place of starting, at the junctions of other railroads, and at the several stopping places; and shall, at all crossings and intersections of other railroads, where such other railroad and the railroad crossing the same are now or may hereafter be made upon the same grade, and the character of the land at such crossing or intersection will admit of the same, erect, build and maintain, either jointly with the railroad company whose road is crossed, or separately by each railroad company, a depot or passenger house and waiting room, or rooms sufficient to comfortably accommodate all passengers awaiting the arrival and departure of trains at such junction or railroad crossing, and shall keep such depot or passenger house warmed, lighted, and opened to the ingress and egress of all passengers a reasonable time before the arrival and until after the departure of all trains carrying passengers on said railroad or railroads; and they are hereby required to stop all trains carrying passengers, at the junction or intersection of other railroads, a sufficient length of time to allow the transfer of passengers, personal baggage, mails and express freight, from the trains of railroads so connecting or intersecting, or they may mutually arrange for the transportation of such persons and property over both roads without change of cars; and they shall be compelled to receive all passengers and freight from such connecting or intersecting roads whenever the same shall be de-

livered to them. Every railroad corporation or company which shall fail, neglect or refuse to comply with the conditions of this section from and after the first day of July, 1881, shall, for each day said corporation or railroad company refuses, neglects or fails to comply therewith after said day, forfeit and pay the sum of twenty-five dollars, which may be recovered in the name of the State of Missouri to the use of the school fund of the county wherein said crossing is situate; and it shall be the duty of the prosecuting attorney to prosecute for and recover the same."

The Michigan law reads as follows: "All railroad corporations * * * shall, at all points of connection or intersection with the roads of other corporations, unite with such corporations in establishing and maintaining suitable platforms and station houses for the convenience of passengers desiring to transfer from one road to the other, and for the transfer of baggage or freight, whenever the same shall be desired by either corporation, or ordered by the Commissioner of Railroads; the expense of constructing and maintaining such station house and platform shall be paid equally by such corporations. Such corporations, connecting or intersecting as aforesaid, shall also, whenever desired by either of them, or ordered by the Commissioner of Railroads, so unite and connect the tracks of said several corporations as to permit the transfer from the track of one corporation to the other of loaded or unloaded cars designed for transportation upon both roads. * * * * Any railroad corporation refusing to comply with any of the provisions of this section shall be liable to a penalty not exceeding five hundred dollars."

Des Moines, Iowa, December 22, 1883.

WILLIAM BUTLER, CLARINDA, IOWA, *Complainant*,
vs.
WABASH, ST. LOUIS & PACIFIC RAILWAY COMPANY, *Respondent*. } *Discrimination.*

Filed September 22, 1883.

CLARINDA, IOWA, September 20, 1883.

COL ANDERSON, *Sidney, Iowa:*

DEAR SIR—There is an order in vogue at Bingham, Iowa, at the instance of the Wabash, St. Louis & Pacific Railway Company, charging two cents extra for grain loaded from wagons. This order is intended to compel farmers to sell to elevator men, and is wrong and in open violation of law, and is causing a good deal of dissatisfaction and talk at this time, and is hurting elevator men. Now as one of the Commissioners I trust you will exercise yourself to have the Wabash people remove said order at once. If you succeed let me know and oblige a friend.

WM. BUTLER.

In this case the railway company was notified of the complaint, and Mr. Butler directed to furnish the Commissioners proof to establish his allegations. Having failed up to the present time to do so the case is dismissed.

W. E. BRADFORD, BRITT, IOWA, *Complainant*,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent*.

Excessive passenger fare.

Filed October 17, 1883.

BRITT, HANCOCK COUNTY, IOWA, October 15, 1883.

Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Inclosed find my complaint vs. the Chicago, Milwaukee & St. Paul Railway Company. You will please file the same and advise me of any reply made thereto by the said company.

Yours to command,

W. E. BRADFORD.

Before the Honorable, The Board of Railroad Commissioners of the State of Iowa:

Your complainant states that he is a citizen of the State of Iowa, residing at the town of Britt, in Hancock county. That he is a lawyer and finds frequent occasion to travel on said railway company's line between the said town of Britt and the towns of Garner, Clear Lake, Mason City, Wesley and Algona. That the said railway company's rate of fare between the said points is four cents per mile; and while your complainant is not well versed in railway affairs, yet he believes and is informed that the said rate is unreasonably high and closely borders on extortion.

That on this day, to-wit: the 15th day of October, A. D. 1883, the said railway company placed on sale between the points above named and other stations as well, return trip tickets at about three and a half cents per mile, but nevertheless your complainant believes and is well informed and therefore states that even the said rates last above named are unreasonably high.

Therefore, your complainant asks that the said railway company be recommended to lower its rates of passenger fare and establish such reasonable rates as your Honorable Board shall recommend.

W. E. BRADFORD.

Dated October 15, 1883.

A copy of this complaint was sent Roswell Miller, Assistant to Manager, Chicago, Milwaukee & St. Paul Railway, who replied as follows:

MILWAUKEE, October 31, 1883.

E. G. MORGAN, *Secretary, etc.*

DEAR SIR—I am in receipt of your favor of the 17th instant, inclosing complaint of W. E. Bradford, that the charge of four cents per mile for single trip fares and of three and a half cents for round trip fares on our Iowa and Dakota Division, is unreasonably high. In reply, I beg to say that the earnings of passenger trains on our Iowa and Dakota Division do not justify the complaint. Our average earnings per train per mile are only (cents 96.4), while our average earnings per train per mile in Wisconsin is $1.24. If Mr. Bradford makes frequent trips on the Iowa and Dakota Division, he may reduce the cost by purchasing thousand mile tickets at two and a half cents per mile.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

DES MOINES, IOWA, November 2, 1883.

W. E. BRADFORD, *Britt, Iowa:*

DEAR SIR—In the matter of your complaint against the Chicago, Milwaukee & St. Paul Railway Company for excessive charges for passenger fare on their Iowa and Dakota division, the general manager, in reply to a letter from the Board, sends a communication, a copy of which I enclose. The rates of fare on all Iowa railroads are fixed by statute—see sections 1 and 2, chapter 68, acts of the Fifteenth General Assembly, and as amended by section 1, chapter 77, acts of Seventeenth General Assembly. It is made the duty of the Executive Council to classify them according to their gross earnings. I find in the office of the Secretary of State that the C., M. & St. P. R'y in Iowa is all classed as a "C" road. Would not this entitle them to charge four cents per mile?

The Commissioners are of the opinion that, under the provisions of chapter 77, acts of the Seventeenth General Assembly, they are not authorized to recommend the reduction asked for in your petition.

Respectfully,

E. G. MORGAN,
Secretary.

COMPLAINT of Commissioner Coffin against the dangerous crossing of tracks of the Illinois Central Railroad and Minneapolis & St. Louis Railway companies at the west end of the Illinois Central station grounds in Fort Dodge, Iowa.

DES MOINES, IOWA, October 12, 1883.

E. T. JEFFERY, *Superintendent Illinois Central Railroad, Chicago, Illinois:*

DEAR SIR—Your attention is respectfully called to the matter of the danger to which the public is exposed who have occasion to cross your tracks at Fort Dodge.

At this time we would call more especial attention to the road crossing at or near the west end of your yard at the Fort Dodge station. We understand the court has decided, in the case between you and the M. & St. L. Ry. Co., that the latter company shall move their track down the hill and go under your road. Cannot you insist on having this done at once? There is scarcely one hundred feet between your track and that of the M. & St. L. Co. at the place where the road crosses, and the building now used for oil storage near your track completely hides the view, so that teams coming up the hill cannot see anything in your yard. A team coming into town may pass over the M. & St. L. road and then be stopped by moving trains before it crosses yours, and then a train passing on the M. & St. L. would shut the team right in between the two moving trains; a very bad place for nervous teams. As it now is, it is only a question of time when some bad acci-

dent will happen there. That oil house should be moved, at any, rate at once. Even after the M. & St. L. Co. cease using the track nearest you, with the oil house there, there is more or less danger.

The Board would suggest whether it would not be well for your company to take into consideration the feasibility of having a good wagon road *under* your track at one or both ends of your yard at Fort Dodge. These crossings are very dangerous and unless something of the kind suggested can be done will not public safety demand that a flagman be stationed at these crossings?

By order of the Board,

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, October 12, 1883.

W. H. TRUESDALE, *Vice-President Minneapolis & St. Louis Railway Company, Minneapolis, Minnesota:*

DEAR SIR—The Board of Railroad Commissioners would call your attention to the fact of the imminent danger to which the public is exposed who have occasion to cross the railroad tracks of your company and that of the Illinois Central Railroad Company at the highway crossing at or near the west end of the yard of the Illinois Central Company at Fort Dodge.

We understand it is the intention of your company to use the new track made by it and go under the track of the I. C. Co. as by a decree of court. Would it not be well to abandon the use of the old track *at once* as the danger to the public is so evident and imminent?

A great many verbal complaints have been made to individual members of the Board by parties who have occasion to use the common public road leading from the town of Fort Dodge across the river by way of the lower bridge at said town. It is hoped that this suggestion will be all that is needed, and that no more formal official action will be found necessary to protect the public in the safety they have a right to demand.

By order of the Board.

E. G. MORGAN,
Secretary.

CHICAGO, October 24, 1883

E. G. MORGAN, *Secretary, etc:*

MY DEAR SIR—I have your letter of the 12th inst., in relation to Minneapolis & St. Louis crossing at Fort Dodge, the location of an oil house at that station, and other matters. I enclose a letter from Division Superintendent Gilleas, with other papers, which please read to the Honorable Board, and return to me. I have been doing all I possibly could for two years to do away with the grade crossing of the Minneapolis & St. Louis road, and I expect it will be abolished at the end of this month. I will extend the side-track, and remove the oil house to a better location. It is impracticable to do anything to the highway crossing referred to in the correspondence.

Yours very truly,

R. T. JEFFERY,
General Superintendent.

MINNEAPOLIS, MINN., October 22, 1883.

R. R. MORGAN, *Secretary, etc.:*

DEAR SIR—Your favor of the 12th inst. was received during my absence. Replying thereto would say, that we recognize the importance of using our new track at Fort Dodge at the earliest possible moment, and we are arranging so to do. Before doing so, however, we want to relay it with new steel rails, it being on a very heavy grade and sharp curve; and are also desirous of finishing up some work on the new yard we are locating in the southern part of the city. We expect, however, to have this all done, and the new track laid ready for use, by Sunday, the 27th. I would say that at this dangerous place our trains are always run with the utmost care and at very slow speed; and so far as I have heard there has never been anything approaching an accident at that point.

Yours truly,

W. H. TRUESDALE,
Vice-President M. & St. L. R'y Co.

CRYSTAL MILL AND GRAIN COMPANY, COUNCIL BLUFFS, IOWA, *Complainants*,
vs.
KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS RAILROAD COMPANY, *Respondent*.
} *Discrimination.*

Filed October 31, 1883.

COUNCIL BLUFFS, IOWA, October 29, 1883.

To the Honorable Board of Railroad Commissioners of the State of Iowa:

GENTLEMEN—We respectfully file before your Honorable Board a complaint against the Kansas City, St. Joseph & Council Bluffs Division of the Chicago, Burlington & Quincy Railroad in Iowa, for discrimination against the mills in Council Bluffs and in favor of mills at St. Joseph and Kansas City. For instance, take the town of McPaul, twenty-nine miles from Council Bluffs, our charges are sixteen cents per hundred; St. Joseph, ninety miles, sixteen cents; Kansas City, one hundred and sixty miles, eighteen cents; while the distance tariff of the main line and other divisions of the C., B. & Q. R. R. in Iowa would be only twelve cents. Same discrimination at Hinton, Pacific Junction, Bartlett, Percival, Nebraska City, and Hamburg, all in Iowa.

We ask that this division of the C., B. & Q. R. R. be required to adopt the same distance tariff as is used on other divisions of the C., B. & Q. R. R. in Iowa, for which we will ever pray.

Respectfully,

CRYSTAL MILL AND GRAIN COMPANY.

This complaint was sent J. F. Barnard, General Superintendent Kansas City, St. Joseph & Council Bluffs Railroad, who replied as follows:

ST. JOSEPH, MO., November 13, 1883.

DEAR SIR—Your favor of the 31st ult., with copy of "complaint filed against your company by the Crystal Mill and Grain Company of Council Bluffs," was duly received.

I need hardly suggest to you that we do not know any such thing as "the Kansas City, St. Joseph & Council Bluffs division of the Chicago, Burlington & Quincy Railroad in Iowa," or that the Kansas City, St. Joseph & Council Bluffs Railroad Company is an organization en-

tirely distinct and separate from the Chicago, Burlington & Quincy Railroad Company as a matter of fact.

The complainants' charge is substantially that this company charges the same rate on flour from Council Bluffs to McPaul, a distance of 31.9 miles, that it does from St. Joseph to McPaul, a distance of 97.3 miles, or from Kansas City to McPaul, a distance of 165.3 miles. The rates charged by this company on *flour to McPaul* are for:

CAR LOAD LOTS.	LESS THAN CAR LOAD LOTS.
From Kansas City, 18 cents.	From Kansas City, 32 cents.
From St Joseph, 16 cents.	From St. Joseph, 25 cents.
From Council Bluffs, 10 cents.	From Council Bluffs, 16 cents.

The rates mentioned in the complaint, viz., from Kansas City, eighteen cents, and from St. Joseph sixteen cents, are, as you will see, the rates for *car load lots*. The rate for *car load lots* from Council Bluffs *is ten cents*. The rate quoted by complainants, sixteen cents, from Council Bluffs to McPaul is the rate on flour *in less than car load lots*.

While it is true that the Chicago, Burlington & Quincy Iowa Distance Tariff makes a rate of twelve cents per hundred pounds on flour for a distance of thirty miles in less than car load lots, it is equally true that the volume of business done by the C., B. & Q. is vastly greater than that done by this line. I think I have said sufficient to show you that the complaint of the Crystal Mill and Grain Company is based upon error; but even were the complaint based upon substantial fact, it certainly could not be called a "discrimination against Council Bluffs" that some other place should be made equally well off with Council Bluffs in the matter of rates to McPaul.

I would call your attention to the fact that the chief error of the Crystal Mill and Grain Company lies in comparing car load rates from Kansas City and St. Joseph with rates on less than car load lots from Council Bluffs; another lies in considering this road a division of the C., B. & Q. R. R. Co., as they twice represent it; and still another lies in the idea that a road doing approximately fifty per cent of the volume of business done by a larger line should do business at the same rates.

Yours truly,

J. F. BARNARD,
General Superintendent.

E. G. MORGAN, *Secretary, etc.*

DES MOINES, IOWA, November 15, 1883.

CRYSTAL MILL & GRAIN COMPANY, *Council Bluffs, Iowa:*

GENTLEMEN—In reply to your letter of October 29th, complaining that the Kansas City, St. Joseph & Council Bluffs Division of the Chicago, Burlington & Quincy Railroad was discriminating against you and the mills in Council Bluffs, in favor of the mills at St. Joseph and Kansas City. The General Superintendent of the K. C., St. J. & C. B. R. R., to whom the complaint was referred, denies the allegation, and in support of his denial writes this Board a letter, of which the following is a copy:

[Here was inserted Mr. Barnard's letter.]

Please look over the letter, and if you are satisfied, notwithstanding, that your complaint is well founded, please give the Board your reasons for such opinion.

Respectfully,

E. G. MORGAN,
Secretary.

COUNCIL BLUFFS, December 7, 1883.

To the Honorable Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Yours of November 15th was duly received, with copy of Superintendent Barnard's letter of "bluff." It is a public fact that the Chicago, Burlington & Quincy own and control the Kansas City, St. Joseph & Council Bluffs Railroad, as much and fully as any part of their line. It is true it is under a local organization, the same as a great many of its branches, and at all common points the C., B. & Q and K. C. officers are one and the same. While the rate may appear as Superintendent Barnard's statement, but to all shippers from Kansas City, Atchison and St. Joseph, north, that the special rate is the one that does the business, and there is not a syllable in all of Superintendent Barnard's letter to justify the extortionate rate charged by his company on ton lots of flour to points in Iowa from Council Bluffs on his road. During good roads we supply by team as far south as thirty-five miles. Perhaps this may account in part for the complaints of the small amount of business his road does, but I am informed the K. C. road does four times the business out of this town to that of the C., B. & Q. In fact, we do not consider the answer of Superintendent Barnard to our charges of discrimination, at all satisfactory, but evasive of the issue.

Respectfully yours,

CRYSTAL MILL & GRAIN CO.

DECISION OF THE COMMISSIONERS.

The complaint filed is for discrimination by the "Kansas City, St. Joseph & Council Bluffs Division" of the Chicago, Burlington & Quincy Railroad against the mills in Council Bluffs, and in favor of the mills at St. Joseph and Kansas City.

The station McPaul, twenty-nine mills from Council Bluffs, is used as an illustration, and it is charged that the rate is sixteen cents; from St. Joseph, ninety miles, it is sixteen cents, and from Kansas City, one hundred and sixty miles, it is eighteen cents per hundred.

The rate on the main line of the C., B. & Q. R. R. in Iowa, for like distance, twenty-nine miles, is twelve cents per hundred. They claim the same discrimination at Hinton, Pacific Junction, Bartlett, Percival, Nebraska City and Hamburg, all stations in Iowa; and the complaint closes with a request that this division of the C. B. & Q. R. R. be required to adopt the same distance tariff as the main line.

Mr. J. F. Barnard, General Superintendent of the K. C., St. J. & C. B. R. R. denies that his road is a branch of the C., B. & Q. R. R., and claims for it a distinct and separate organization. He gives the distance from Council Bluffs to McPaul as 31.9 miles; from St. Joseph, 97.3 miles; from Kansas City, 165.3 miles. He gives the rate on flour from these stations to McPaul as follows:

IN CAR LOAD LOTS.	LESS THAN CAR LOAD LOTS.
From Kansas City, 18 cents.	From Kansas City, 32 cents.
From St. Joseph, 16 cents.	From St. Joseph, 25 cents.
From Council Bluffs, 10 cents.	From Council Bluffs, 16 cents.

The Crystal Mill & Grain Company have evidently made the error of comparing the rates in car load lots from the other points with less than car load lots from Council Bluffs.

The rates, as quoted by Mr. Barnard, do not impress the Commissioners as being discriminatory against Council Bluffs; they think they preserve about the usual relation of the longer and shorter haul recognized in the ordinary railroad tariffs.

The rates fixed by the tariff law of 1874 on flour were as follows: Council Bluffs to McPaul, 32 miles, in car load lots, per hundred pounds, 8.70 cents; in sacks, two thousand pounds and over, 15.73 cents; less than two thousand pounds, 19.50 cents.

St. Joseph to McPaul, 97 miles, in car load lots, 15.89 cents per hundred; in sacks, two thousand pounds and over, 24.26 cents; less than two thousand pounds, 30.32 cents.

Kansas City to McPaul, 165.3 miles, in car-load lots, nineteen and sixty-eight one hundredths cents per hundred pounds; in sacks, two thousand pounds and over, thirty-two and fifty one hundredth cents; less than two thousand pounds, forty and sixty-two one hundredth cents.

Complainants' request, that the rate be made the same as on the main line of the C., B. & Q. R. R., strikes the Commissioners as hardly fair. This latter corporation carries more freight over its line than any other road in the State, and it would not be just to require a line of road, where through business is light and its local traffic limited to a narrow tract of country along the Missouri river, to do its business at the same rates.

The Commissioners are of the opinion—

1st. That the rates are not discriminating against Council Bluffs.

2d. That the rates charged by the C., B. & Q. R. R. Co. are not the criterion to measure the rate on this road.

3d. That the road is an independent corporation, and holds no relation to the C., B. & Q. R. R. that should affect its rates. It is possible that parties interested in the C., B. & Q. R. R. may own some of the stock of this road, and the relations of the two companies at common points may be in harmony, but the public and the State have always treated this road as an independent corporation, as stated by its Superintendent.

The Commissioners therefore do not think it their duty to interfere with the rate.

Des Moines, Iowa, December 22, 1883.

W. C. EARLE, WAUKON, IOWA, *Complainant*,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent*.
} *Damages.*

Filed November 1, 1883.

WAUKON, IOWA, October 31, 1883.

Railroad Commissioners of Iowa:

DEAR SIRS—I shipped, the 6th of last June, two cars hogs. The hogs were delayed by a wreck; the man in charge could not get them unloaded; seven died. We claim of the railroad company neglect. I made out my bill and forwarded it, but have heard nothing since. Will you please call their attention to it (Chicago, Milwaukee & St. Paul Railway Company). I dislike to go into court with it.

Respectfully,

W. C. EARLE.

P. S. We ship annually from two to three hundred cars.

A copy of this complaint was sent to Roswell Miller, Assistant to Manager Chicago, Milwaukee & St. Paul Railway, who replied as follows:

MILWAUKEE, December 4, 1883.

E. G. MORGAN, *Secretary, etc.:*

Referring to your favor of the first ult., complaint of W. C. Earle, Waukon, Iowa, I find upon investigation that three car loads of hogs were shipped; one from Harper's Ferry, June 6th, and two from Waukon, June 5th. The usual stock contracts were signed, by which it was provided that the shipper, in consideration of the rates given, agreed that the company should not be liable for loss by delay of trains. The stock was delayed in consequence of the derailment of a preceding train. The shipper expressly assumed the risk of such delay. I think, therefore, there is no liability on the part of the company.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

DES MOINES, IOWA, December 7, 1883.

W. C. EARLE, *Waukon, Iowa:*

DEAR SIR—On the 1st of November I wrote you asking you to send me the value of the hogs lost and a history of your claim against the Chicago, Milwaukee & St. Paul Railway Company. Since then I have not heard from you. The Commissioners desire that you at once present them with your affidavits showing the place where time when, the hogs died, the cause of death, and their value, and any other proof you may have in support of your claim.

Respectfully,

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, December 7, 1893.

ROSWELL MILLER, *Assistant to Manager Chicago, Milwaukee & St. Paul Railway, Milwaukee:*

DEAR SIR—Replying to your letter of December 4th, in the matter of the complaint of W. C. Earle, Waukon, Iowa, in which you say the usual stock contracts were signed, etc. I am instructed by the Board to call your attention to section 1308, Code of Iowa; also to the decision of the Supreme Court of Iowa in the case of *McDaniel v. the Chicago & Northwestern Railway Company*, 24 Iowa, p. 412, and ask you if your position is consistent with the statute and the authorized interpretation of the law?

Very respectfully,

E. G. MORGAN,
Secretary

MILWAUKEE, December 10, 1893.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Replying to yours of the seventh instant, we are aware of your statute and the decision of your Supreme Court thereunder, but our general solicitor is of opinion that a contract for the shipment of live stock embracing more than one State comes within the principle of inter-State commerce, and any decision interfering with that principle would necessarily be declared void by the Supreme Court of the United States; and secondly, under the decision of that Supreme Court and of your own State, we think there is no liability in this particular case. Our company has a reasonable time within which to deliver stock, and is not liable for unavoidable delays. In this particular case the delay was caused by the derailment of a preceding train, and occurred without any fault of any kind on the part of our company. This we think is a well established ground that would relieve us of any liability, even under your statutes and the decisions of your courts. It is a well settled rule of law, recognized all the world over, that railroad companies are not liable for delays of freight (whether dead or alive) when such delays are caused by the derailment of a preceding train. The delay in this case was caused by an accident which was wholly unavoidable, and due diligence was used by our company to hasten the stock forward with all possible speed.

We do not think, however, it is worth while for so small an amount, to make this a test case, and therefore I have directed voucher to be made in favor of Mr. Earle.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

MESSRS. HAM & CARVER, DUBUQUE, IOWA, *Complainants*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY, ILLINOIS CENTRAL RAILROAD, AND CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANIES, *Respondents*.

Petition for better mail facilities.

Filed November 3, 1883.

OFFICE OF THE HERALD,
DUBUQUE, IOWA, October 31, 1883.

MR. PETER A. DEY, *Railroad Commissioner*:

DEAR SIR—For years we have had difficulty in getting mail to towns on the Burlington, Cedar Rapids & Northern Railway, between Cedar Falls and Nora Junction, the facts of which we set forth in the enclosed letter to Mr. Jas. E. White, Superintendent Railway Mail Service. Probably your board have no more power than he has, but you can appreciate the trouble and annoyance to mails, to passengers and to residents, and perhaps a word of advice from your board might procure a remedy.

Very truly,

M. M. HAM.

DUBUQUE, IOWA, October 27, 1883.

MR. JAS. E. WHITE, *Chicago, Ill.*:

DEAR SIR—We are having constant complaints sent to us from Greene, Rockford, Marble Rock, and other places on the Burlington, Cedar Rapids & Northern Railway, of which the enclosed card is a fair sample, that the papers from here get to these places two and three days old. The trouble seems to be that the train on the B., C. R. & N. leaves Cedar Falls, north, an hour before the Illinois Central train from here arrives there, throwing the whole mail for Greene twenty-four hours late at least, while if we sent the papers via the Chicago, Milwaukee & St. Paul Railway, the train on the B., C. R. & N. R'y leaves Nora Junction only a few minutes before the C., M. & St. P. train arrives. Is there no way of having this fixed so the trains may connect? If they did, we could get a paper to Greene in six hours, instead of twenty-four or thirty, as now. It would oblige the people out there as well as us.

Yours very truly,

HAM & CARVER.

OFFICE OF THE SUPERINTENDENT RAILWAY MAIL SERVICE.
CHICAGO, ILL., October 29, 1883.

Respectfully returned to Ham & Carver, proprietors "Herald." We would be very glad indeed to help you in this matter, but we do not see how we can compel the railroad companies to change time.

WM. P. CAMPBELL,
Acting Superintendent.

The receipt of this complaint was acknowledged, and a copy sent to each of the three roads named, which were answered as follows:

OFFICE OF GEN. SUP'T BURLINGTON, CEDAR RAPIDS & NORTHERN R'Y.
CEDAR RAPIDS, IOWA, November 5, 1883.

E. G. MORGAN, *Secretary Board Railroad Commissioners*;

DEAR SIR—Have yours of November 3d, enclosing complaint of Ham & Carver, of Dubuque, I appreciate the difficulty they labor under in regard to the delivery of their paper to points between Cedar Falls and Nora Junction, but I hardly see how the matter can be remedied

without making a much greater inconvenience and loss of time to other parties while endeavoring to assist them. I think it would hardly be expected of any railway company that they should detain a train, as for instance our No. 1, at Cedar Falls, from 11.05 A. M. until 12.17 P. M., Dubuque time, which would be 12.29 Chicago time, on which we run, making a difference of one hour and twenty-four minutes, in order to take the Dubuque papers to customers along the line. The time of this train cannot be, very well, altered, as it carries the through car from Chicago to Minneapolis, and it is important to have as early an arrival as possible at that place. In regard to the route from Dubuque to Rockford, Greene, etc., via Nora Junction, would say, the same trouble arises, as this train has the through car from Minneapolis to Chicago, with a very close connection, and very fast time (as you will observe by the time table (and passes Nora Junction thirty-six minutes before the arrival of the Chicago, Milwaukee & St. Paul train No. 1). We certainly cannot detain this train this length of time. In view of these circumstances, I do not see my way clear to help Messrs. Ham & Carver, as by so doing, it would necessarily discommode a great many more people than are now discommoded on account of trains running as they now do.

Yours truly,

C. J. IVES,
General Superintendent.

ILLINOIS CENTRAL RAILROAD COMPANY.
OFFICE OF GENERAL SUPERINTENDENT.
CHICAGO, November 7, 1883.

E. G. MORGAN, *Secretary:*

DEAR SIR—I have your favor of the 3d inst., enclosing copies of the correspondence in relation to the late arrival, at points on the B., C. R. & N. road, of newspapers from Dubuque. I should be very glad to accommodate Mr. Ham, of Dubuque, who writes you on the subject, but the train which leaves Dubuque in the morning, and carries the morning papers, is our through Chicago, Dubuque and Sioux City train. It leaves Chicago at 9.30 P. M.; stops at Dubuque for breakfast; leaves there at 7.45 A. M., and I do not see how we can have it leave there any earlier than now. This train arrives at Cedar Falls at 12.17 P. M. The B., C. R. & N. train leaves there at 11.05 A. M. I see no way to have the trains connect there, unless the B., C. R. & N. hold their train until the arrival of ours, and I do not know whether their business will permit them to do this or not. The train leaving Dubuque in the evening makes close connection with the B., C. R. & N, trains for points named in Mr. Ham's letter.

Yours very truly,

E. T. JEFFERY,
General Superintendent.

DES MOINES, IOWA, November 9, 1883.

MESSRS. HAM & CARVER, *Dubuque, Iowa:*

GENTLEMEN—This Board is in receipt of replies from the Burlington, Cedar Rapids and Northern Railway and the Illinois Central Railroad companies. The first named road states that their train that passes Cedar Falls at 11:05 A. M. is their through Chicago and Minneapolis express; that it is run on very fast time to compete with roads whose line between these places is much shorter than theirs, and it is impossible to make the time later and make this connection. Mr. Jeffery, General Superintendent I. C. R. R., says that he cannot well leave Dubuque before 7:45, as he wishes to give his passengers breakfast there. If it meets the views of your people we will urge this company to start their train so as to leave Dubuque an hour and twenty-four minutes earlier, or at 6:20 A. M. In that case the connection can be made at Cedar Falls or Waterloo. Possibly it would be better to

make it at six o'clock to give time for the transfer. Mr. Jeffery says the evening train makes close connections for the points named. It is difficult to interfere in [these matters without] while remedying one evil creating others of greater amount.

If you will look the entire subject over carefully and are satisfied that the interests of the people of Dubuque would be served by starting the train earlier, we are willing to urge such action upon the company. It has been suggested that the connections at Fort Dodge and Tara Junction would be materially affected by this change. Please look this up. We are informed that the Chicago, Burlington & Quincy Railroad, Wabash, St. Louis & Pacific Railway, and the Chicago, Rock Island & Pacific Railway make close connections with this train for Sioux City and points west via Des Moines & Fort Dodge Railroad, and this cannot be done if this train goes earlier.

By order of the Board.

E. G. MORGAN,
Secretary.

DUBUQUE, IOWA, November 12, 1883.

E. G. MORGAN, *Secretary, etc.:*

DEAR SIR—Your favor of the n'nth, relative to railroad connections at Cedar Falls, is at hand. We would not ask you to urge the Illinois Central to leave Dubuque earlier than it does, 7.45 A. M., for that certainly would cause much greater inconvenience than missing the connection at Cedar Falls. It would seem, however, that the Chicago, Milwaukee & St. Paul Railway could connect with the down train of the Burlington, Cedar Rapids & Northern Railway at Nora Junction, which is now missed by thirteen minutes. If that connection was made the people at Greene, Rockford, Marble Rock, Clarksville, Shell Rock, etc., could be supplied with daily papers of the same day instead of being made dependent upon St. Paul. If that connection could be made, it would be a convenience.

Very truly,

HAM & CARVER.

DES MOINES, IOWA, November 15, 1883.

MESSRS. HAM & CARVER, *Dubuque, Iowa:*

GENTLEMEN—Your letter of the 12th inst. received. The Milwaukee management has been written to, and as soon as they are heard from I will inform you of their conclusions.

We see by the daily press that on Sunday next the trunk lines will change their time so as to run on "Central time," and that may help out your Nora Junction connection; as it is now, the Chicago, Milwaukee & St. Paul Railway leaves Nora Springs, going west, at 2:40 P. M., Minneapolis time, equal to 3:02 Chicago time. The Junction is a mile west of there, and the Burlington, Cedar Rapids & Northern Railway goes south at 2:27, or thirty-three minutes before the C., M. & St. P. R'y train leaves Nora Springs. So in your calculation of thirteen minutes you have allowed nothing for difference in time.

Very respectfully,

E. G. MORGAN,
Secretary.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY,
GENERAL MANAGER'S OFFICE,
MILWAUKEE, November 20, 1883

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

Referring to your favor of the third instant, enclosing correspondence from Messrs. Ham & Carver, of Dubuque, Iowa, the matter has been thoroughly investigated, and we find that it is not practicable for us to arrange our connection with the Burlington, Cedar Rapids & Northern Railway at Nora Junction to accomplish the purpose desired by Messrs. Ham & Carver. We have so many connections to make that it requires the closest figuring to make them, and we do not feel justified in increasing the speed of our trains to make the desired connection at Nora Junction.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

DES MOINES, IOWA, November 22, 1883.

MESSRS. HAM & CARVER, *Dubuque, Iowa:*

GENTLEMEN—This office is in receipt of a letter from the General Manager of the Chicago, Milwaukee & St. Paul Railway, under date of November 20th, in reply to our letter of the 3d November, in which he says: "The matter has been thoroughly investigated, and we find that it is not practicable for us to arrange our connections with the Burlington, Cedar Rapids & Northern Railway at Nora Junction to accomplish the purpose desired. We have so many connections to make that it requires the closest figuring to make them."

Very respectfully,

E. G. MORGAN,
Secretary.

JOHN P. NYE, ESSEX, IOWA, *Complainant*,
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent.*
} *Discrimination and overcharge.*

Filed November 10, 1883.

ESSEX, PAGE COUNTY, IOWA, November 9, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—At request of Mr. John P. Nye, of this place, I mail to you for consideration of the Board a statement of claim made by him against the Chicago, Burlington & Quincy Railroad for overcharges on shipments of corn from Essex, Iowa, to Chicago, during the time from February 22, 1883, to August 30, 1883, amounting to $72.06. His claim is: the company discriminates between shippers from this point; some shippers having a billing rate of twenty-six, while the company has charged him twenty-eight, as shown by the itemized statement, the freight bills attached to his statement showing his rate to have been twenty-eight. As the shipping was done to points outside of this State, I am aware that you claim or have no "jurisdiction"; but the claim is sent to you with the hope that the company will

be willing to conform to any suggestions the Board may make in the matter, with the purpose in view of abandoning the practice of discrimination and of refunding the overcharges stated. Please advise me of the receipt of claim and action of the Board.

Very respectfully yours,

G. B. JENNINGS.

Accompanying the complaint was a statement showing eleven shipments to have been made; also, receipts and way bills of each shipment.

The complaint was acknowledged, and a copy sent the General Manager of the C., B. & Q. R. R., whose reply is contained in the following letter:

DES MOINES, IOWA, December 10, 1883.

G. B. JENNINGS, *Attorney for John B. Nye, Essex, Iowa:*

DEAR SIR—In reply to your complaint vs. the C., B. & Q. R. R. Co., for discrimination and over-charge, the general manager of that company writes as follows:

"Referring to your letter of November 10th, regarding complaint of Mr. Nye, of Essex, would say, in reply, that our freight department assures me that no party in Essex has a lower rate on corn than has been charged Mr, Nye; nor is there any agreement with any person at Essex whereby any rebate or reduction is to be made on any shipments from that point."

It will be necessary, therefore, that you at once furnish the Commissioners with the affidavit of complainant, and such other proof as you may be able to get in support of the charges set forth in your letter of complaint. The question of jurisdiction is not raised in respondent's answer.

By order of the Board.

E. G. MORGAN,
Secretary.

On December 29th, Mr. Jennings writes the Commissioners that "the parties whose affidavits are wanted are at present in Nebraska, and as soon as they return he will procure their affidavits, if possible."

The Commissioners have been unable to close the case, testimony not reaching them in time.

R. B. BEESON, PATTERSONVILLE, IOWA, *Complainant*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN, CENTRAL IOWA AND CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANIES, *Respondents*. } *Damages.*

Filed November 16, 1883.

PATTERSONVILLE, IOWA, November 13, 1883.

MR. COFFIN:

DEAR SIR—Inclosed please find shipping bills and receipts of both lots. The case is this: That on the 4th day of October, 1883, I had shipped by John Gilmore, Vinton, Iowa, twelve Poland-China sows for breeding purposes, and they did not reach this place until October 9, 1883. They were shipped as contract will show on the Burlington, Cedar Rapids & Northern Railway to Emmetsburg; from there to this place on the Chicago, Milwaukee & St. Paul Railway; also, that on the 4th of October, I shipped two Poland-China sows from Sheffield, Franklin county, Iowa, on the Central Iowa Railway *via* Mason City to this place (from Mason City on Chicago, Milwaukee & St. Paul Railway), and they did not get here until the 9th day of October, 1883, That both lots had no feed and were on the road from the 4th until the 9th day of October, 1883, and the hogs were badly damaged by the railroads holding so long on the road without feed; and that I stand ready to prove by responsible citizens of this place when the hogs came and by Gilmore when the twelve were shipped (the shipping bill at Sheffield was dated correct.) The damages I think would not be less than $(5.00) five dollars per head or $70.00 for the lot. The receipts for both lots I took while moving the stock, and was in a hurry, did not notice the date as being not correct for a few days afterwards. If you wish me to do anything further in this matter let me know.

Yours truly,

R. B. BEESON.

Copies of this complaint were sent to respondents, who answered as follows:

CEDAR RAPIDS, IOWA, November 20, 1883.

E. G. MORGAN, *Secretary, etc.*

Referring to complaint of R. B. Beeson, Pattersonville, Iowa, I beg leave to present inclosed papers in regard to same, there being a letter from our agent at Vinton in regard to the shipment over our line to Emmetsburg, and also a letter from our agent at Emmetsburg in regard to delivery to Chicago, Milwaukee & St. Paul road, from which it would seem there was no delay whatever on our line. Trusting this explanation will be entirely satisfactory to you, I am,

Yours truly,

C. J. IVES,
General Superintendent.

VINTON, IOWA, November 21, 1883.

C. J. IVES, *General Superintendent, Cedar Rapids, Iowa.*

DEAR SIR—Reply to your favor 19th inst. These hogs were billed via Emmetsburg, Iowa (and not to Worthington). My way bill 38, October 5th, Burlington, Cedar Rapids & Northern, car 846, sent forward on train No. 63, October 5th, Conductor Gallagher. The following explanation will, no doubt, clear our skirts as to any blame of delay in transit while in our charge. Consignor, John Gilmore, came to me before shipment of these hogs and inquired as to time we wished hogs delivered us for shipment. Told him they must be delivered us at or about 7:30 A. M., in order to bill and send forward at 8 A. M., on No. 63. Mr. Gilmore said as he lived in the country it would be almost impossible to get around at that time in the morning, and asked if he could bring the hogs to the station the day before and put them

in freight house, so they would be ready for our morning freight, with the understanding with Mr. Gilmore that it would not hurt them to lay in freight house over night. They were put in freight house on afternoon of October 4th. Considering the facts that these hogs were not shipped until October 5th, and more or less delay occurs in transfers, if delivered October 9th would think that there was no delay in transit while on our line.

Yours very respectfully,

W. G. HASKELL,
Agent.

EMMETSBURG, November 21, 1883.

C. J. IVES, *General Superintendent, Cedar Rapids, Iowa.*

DEAR SIR—Inclosed find copies of Vinton W. B.; also receipt of Chicago, Milwaukee & St. Paul—hogs and chickens received in *good condition*, October 6th, 2:30 P. M., train No. 67, Conductor Fisher. Transferred to Chicago, Milwaukee & St. Paul in about thirty minutes, or as soon as bills could be made out and goods hauled over. Transferred in good condition. I think they left for west on St. Paul that evening.

Yours truly,

A. F. PILCHER,
Agent.

Way bills and receipts were attached to these letters showing facts as stated.

MARSHALLTOWN, IOWA, November 27, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—In reply to yours of November 16th to Mr. D. N. Pickering, I return the enclosed, giving a full statement of all the facts in the case. These pigs were not kept the length of time claimed by the shipper, without feed, and as far as our company is concerned, there was no unnecessary delay.

Yours truly,

E. L. DUDLEY,
Superintendent.

MARSHALLTOWN, November 17, 1883.

D. N. BYERLEY, *Agent, Sheffield, Iowa:*

DEAR SIR—Referring to enclosed communication from the secretary of the Railroad Commission. Please attach copy of way bill for shipment of the two hogs said to have been forwarded from your station October 4th. Then sending all papers to agent at Mason City, who will note date and time of delivery to Chicago, Milwaukee & St. Paul Railway. When this is done, agent at latter point will return all papers to this office.

Yours truly,

H. L. SHUTE,
General Freight Agent C. I. R'y Co.

SHEFFIELD, IOWA, November 19, 1883.

H. L. SHUTE, *General Freight Agent Central Iowa Railway, Marshalltown, Iowa:*

DEAR SIR—This box pigs were brought here just as our way freight was ready to go on the 4th, and as I had no time to bill them I had to hold them. I fed and watered them myself without charge, which I think will clear our station of any censure.

Yours truly,

D. N. BYERLEY.

MASON CITY, IOWA, November 22, 1883.

H. L. SHUTE:

DEAR SIR—This shipment received October 5th about 6.30 P. M., and delivered to Chicago, Milwaukee & St. Paul Railway October 6th, and forwarded about 11 A. M.

Respectfully,

W. L. KEECH.

MILWAUKEE, December 15, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Replying to your favor of the thirteenth instant, the papers in the case of R. B. Beeson have been in the freight department for investigation and are just returned. It appears that one shipment was made from Vinton, Iowa, October 5th. The complainant states they were shipped October 4th. The General Superintendent Burlington, Cedar Rapids & Northern Railway says that Mr. Gilmore did not wish to bring the hogs in as early as was required to put them on their morning train, and asked leave to bring them the evening previous, and leave them in the freight house over night, which was granted: the hogs were therefore shipped on the 5th. They arrived at Emmetsburg and were delivered to us by B., C. R. & N. October 6th, and were loaded in Chicago, Milwaukee & St. Paul car 12220, which went west on the first train (No. 7), after delivery to us, and on the same day, October 6th. They arrived at Sanborn Sunday morning. The car was a local car of mixed freight, and contained so much freight for other divisions that it was set out and the pigs transferred to car 10506. There being no other Sunday train this car did not go forward until Monday, the 8th, arrived at Pattersonville Monday evening, and was delivered to consignee Tuesday morning. The shipment from Sheffield was made October 5th, reached us at Mason City Junction October 5th, 6.30 P. M., and left there on first train after delivery to us, 11 o'clock A. M., October 6th. They reached Sanborn on the night of October 6th, and lay over at that point for transfer until Monday, with the shipment from Vinton. All were fed and watered at Sanborn, and suffered no damage while in our possession.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

On the 26th of December Commissioner Coffin went to Sanborn and interviewed the agents of the Chicago, Milwaukee & St. Paul Railway Company at that place, and also took their depositions as to the length of time the pigs and chickens were delayed at this point and the amount of care and feed they received from Saturday to Monday. He then went to Pattersonville and saw Mr. Beeson, the complainant, took his deposition and that of the drayman who unloaded and delivered the pigs to Mr. Beeson, and also personally examined them. On his return the testimony he had taken was sent to the Manager of the C., M. & St. P. Ry. at Milwaukee who up to this time (January 10, 1884,) has not been heard from in reply.

W. P. ELLIOTT, MORNING SUN, IOWA, *Complainant*,
vs.
CHICAGO, BURLINGTON, & PACIFIC RAILWAY COMPANY, *Respondent*.

Failure to perform contract.

Filed, November 19, 1883.

MORNING SUN, IOWA, November 10, 1883.

HON. L. S COFFIN, *Fort Dodge, Iowa:*

DEAR SIR—I own a farm five miles west of Morning Sun, Louisa county. A branch of the Central Iowa Railway runs through it. I sold them the "right of way" for $35.00 per acre, and two strings of fence; the fence to be built as soon as trains were "regularly run." I have a written contract to that effect. Trains have been regularly run nearly a year, but they seem to have no notion of building the fence. The fences were part of the *purchase money*. I am suffering now badly for want of this fence. They put in a crossing for me last harvest, but they have now torn that out, which leaves me cut off from one part of the farm. Now, can you assist me to get what they promised? I write you, as I think you one of the State Railroad Commissioners. If you are not will you please send this to them.

Respectfully,

W. P. ELLIOTT.

On the receipt of the above the Board addressed a letter to Mr. Elliott, asking him to send copy of contract.

MORNING SUN, IOWA, November 17, 1883.

Railroad Commissioners of Iowa:

DEAR SIRS—Yours of November 14th is received. I send you a copy of the original contract, and an explanation of it.

This road was first New Sharon, Coal Valley & Eastern. It was then changed to Chicago, Burlington & Pacific. This contract was made with the original company, under the original name.

Mr. Ogg, their "right of way" man, came to my house bringing Wm. Bell, an attorney of Morning Sun, with him. We agreed on this contract, and Mr. Ogg made *one* copy, but said he did not have time to make a duplicate for me. I told him I would not sign his copy unless he would hand it over to Mr. Bell; he to make a true copy, and deliver to me. The next time I saw Mr. Bell he handed me this copy, saying: "It is in the hand writing of my daughter." I told Mr. Ogg I did not believe the company intended to keep this, or any other contract they made, if they could avoid it. But Mr. Ogg promised me in Mr Bell's presence that the contract should be "kept to the letter." The road has been "regularly operated" just about one year, but there are no indications of a fence. I arranged for early winter pasture south of the railroad, but now can't use it for want of this fence. Consequently have to feed my cattle until the whole farm is clear. Last harvest I prevailed on them to lay down one of these crossings so I could get a reaper over; they have now torn it up and taken the lumber away, so I can't cross the track anywhere. These are facts and have been a source of annoyance to me as well as loss. Also the cattle-guard between my neighbor and I, is so poor it will not turn stock. Besides, they have never put a fence on either side of this guard. Last year I fixed it, this year he did it. The original fence was posts and boards. The surveyors took the lumber for *line* stakes, another party used the posts for *grade* stakes. *They* have left it open to this day. *We* have furnished material and put it in. Deed has been made.

Yours truly,

W. P. ELLIOTT.

The following is a copy of the inclosed contract:

Agreement for sale of right of way to the New Sharon, Coal Valley and Eastern Railroad Company: In consideration of the sum of thirty-five dollars per acre, and the further consideration of the benefits arising and accruing to me by reason of the construction of the New Sharon, Coal Valley & Eastern Railroad through and over my land, I, the undersigned, hereby agree to execute and deliver to the New Sharon, Coal Valley & Eastern Railroad Company a good and sufficient deed for a lawful right of way for said railroad over my land. Said deed to be executed at the cost of said railroad company, and whenever required by them. Said railroad company to build and keep in repair a lawful fence on each side of its right of way, as soon as said road is regularly operated, and two over-crossings with cattle-guards and good gates to each; said right of way to be through the sw. nw. 29, 73, 4. Said money to be paid at time of making deed and paid to grantor by consent of mortgagees. Said road on line as now located.

W. P. ELLIOTT.

I hereby agree that said company may go upon my premises and construct its road at any time as now located.

W. P. ELLIOTT.

A true copy.

WM. BELL.

DES MOINES, IOWA, November 21, 1888.

W. P. ELLIOTT; *Morning Sun, Iowa:*

DEAR SIR—Your agreement for the sale of the right of way to the New Sharon Coal Valley & Eastern Railroad Company fixes the consideration "as thirty-five dollars per acre, and the benefits arising and accruing to you by reason of the construction of the railroad through your land." The fence and crossings they promise to build, but state in the agreement no consideration therefor. The Commissioners will call the attention of the company to the subject, but do not exactly see from this paper how they can be compelled to build the fence, or make more than one crossing. The paper, evidently, was not drawn to meet the agreement as you now understand it.

By order of the Board.

E. G. MORGAN,
Secretary.

DES MOINES, November 21, 1888.

To the General Superintendent of the Central Iowa Railway, Marshalltown, Iowa:

DEAR SIR—This Board is in receipt of a letter from W. P. Elliott, of Morning Sun, Louisa county, wherein he complains that he sold the right of way through the southwest quarter of the northwest quarter of section 29, township 73, range 4, west of the fifth principal meridian, for the sum of thirty-five dollars per acre, a line of fence on each side of the track of the road, and two crossings, with cattle guards and good gates to each. These, the company was to build as soon as the road is regularly operated, and to be maintained and kept in repair by the company. The road, he states, has been operated for more than a year, but no fence has been built, nor are there any cros-

sings on the land, so that he is unable to avail himself of the pasturage or other crop. Please inform the Board whether Mr. Elliott's statements are correct, and, if so, when the company will build the fence, crossings and cattle guards.

By order of the Board.

E. G. MORGAN,
Secretary.

MARSHALLTOWN, IOWA, November 28, 1883.

E. G. MORGAN, *Secretary, etc.:*

DEAR SIR—In reply to yours of the 21st, will say that we have a deed from Mr. W. P. Elliott, of Morning Sun, for right of way through his land, fifty feet wide, the consideration being $57.35. There is nothing in the deed about fences, road-crossings or cattle-guards, and I am not aware of any contract the gentleman may have. The road was built by a construction company, and I hope to arrange to fence it all next year.

Yours truly,

E. L. DUDLEY,
Superintendent C. I. R'y.

DES MOINES, November 29, 1883.

W. P. ELLIOTT, *Morning Sun, Iowa:*

DEAR SIR—With this please find copy of reply, just received, to the letter of the Commissioners from the Superintendent of the Central Iowa Railway, the present owners of the New Sharon Coal Valley & Eastern Railroad, regarding the fencing of the right of way and construction of cattle guards and crossings, as called for in your contract with the N. S. C. V. & E. R. R. Co.

I also return to you the contract of the railroad company sent me in your letter of the 17th inst.

By order of the Board.

E. G. MORGAN,
Secretary.

LOUIS HOEFER, KEARNEY, NEBRASKA, *Complainant,*
vs.
CHICAGO, ROCK ISLAND & PACIFIC AND UNION PACIFIC RAILWAY COMPANIES, *Respondents.*
} *Damages.*

Filed, November 28, 1883.

KEARNEY, NEB., November 27, 1883.

E. G. MORGAN, *Des Moines, Iowa:*

Your favor of November 22d was received, and contents noted. I herewith send you all the papers in my possession. If you need affidavits in regard to car having been disturbed during transit I can send it in also, but I think it will not be necessary, as the Union Pacific Company will not deny it. My damage I can figure at fifteen dollars (ten dollars for repairing furniture, and five dollars for repairs on a Shining Light base burner stove). Besides delay of five days in receiving the car.

When I told the agent at this place of the damage he cordially suggested to me to notify the freight agent at headquarters of my loss, and that gentlemen would certainly look and see, so *future annoyance* could be avoided, but to recover damages from the U. P. R'y would be impossible, and I am told by every citizen that nobody can get any satisfaction of the railroad in Nebraska, and our Railroad Commissioners can do nothing on account of defective legislation in regard to their duties. I have not the means to fight these large corporations personally, and especially not because of such an insignificant sum, but it is this riding over all and everybody, and no consideration for solemn pledges and promises, which has created your honorable body to represent the grievances of the citizens of the State of Iowa.

I told the officers at headquarters in Omaha the nature of my business, and my intention to move into the State of Nebraska; also inquiring about cost of transportation in box car, and passenger rates for myself and family. The Union Pacific general freight agent told me I could obtain a car in Keokuk by the Rock Island or Wabash, and they would accept the same in Council Bluffs, and, *without opening*, it would pass right through to Kearney for fifty-five dollars, the whole distance from Keokuk to Kearney. The agent furthermore stated that they were always very prompt in running emigrant moveables, in preference to other freight, as the car could not be disturbed, and they would notify the agent of the Rock Island at Keokuk, through the Rock Island headquarters at Chicago, to have car ready. In my presence the Union Pacific agent dictated at once a letter to his clerk, notifying the Chicago & Rock Island agent of my desire, and reiterating the statements made to me in regard to price and checking through. A copy of the letter will be found at Union Pacific headquarters, Omaha, October 12th. About a week afterwards Mr. Pollock received notice at Keokuk from Chicago to that effect, and stated everything as the agent in Omaha, only saying that the Rock Island, of course, could only be held responsible as far as her own line extended, which was all I expected.

On the 27th of October I commenced to load the car right in front of Mr. Pollock's office, and finished it Monday, the 29th. Mr. P. had during all this time every opportunity to inspect the character of the goods, and the excuse of the agent at Council Bluffs is rather thin, when claiming that I should have more to pay for freight than agreed upon. After closing up the car Mr. Pollock suggested to me to style the freight "*emigrant moveables*," as the best and most appropriate sentence he could think of. I stated to Mr. Pollock that I had all my store fixtures, such as show cases, benches, safe, tools, clocks, and materials, and my household furniture, stove, etc. *But there was nothing of valuable jewelry or watches*, as I preferred to take them with me in a satchel. So far so good. Now came Mr. Pollock and stated *that I had to sign a release*, which I enclose herewith. I objected, but I had to either sign or unload the car, so I signed, and thought surely I was beyond further trouble. If the Union Pacific afterwards want to take exception as to the character of the goods, I fail to see why, and especially how, they can claim that a safe and clocks (about one dozen) are contraband goods, and if an emigrant is not allowed to have a safe. After disturbing the car, it must have passed their mind that they had better acquiesce and reload it again, fearing, perhaps, to get into trouble by your honorable body. I have suffered as much as five dollars per day loss in waiting every day above the time specified. This is all I can do for you at present. If you can do anything for me, all right, if not, I shall have to do as every citizen in Nebraska does now, acquiesce, until our Railroad Commissioners have legal authority to compel the roads in Nebraska to do what you can in Iowa. It is not worth while for any man to institute a damage suit for forty dollars.

Yours respectfully,

LOUIS HOEFER.

DES MOINES, IOWA, December 5, 1883.

LOUIS HOEFER, *Kearney, Nebraska:*

DEAR SIR—The Commissioners have examined the papers in your complaint against the Chicago, Rock Island & Pacific and Union Pacific Railway Companies. The former company delivered the car at Council Bluffs, with contents in good order so far as evidence goes. The Union Pacific company received the car and delivered it at Kearney in bad condition. The latter company is not an Iowa road, its terminus being on the western boundary of the State. The Commissioners do not regard it in the line of their duty to adjudicate its transportation obligations.

Respectfully,

E. G. MORGAN,
Secretary.

NYE & BOURNE, GRUNDY CENTER, IOWA, *Complainants,*
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondent;*
J. B. DENNIS, TRAER, IOWA, vs. SAME; E. F. SULT & CO., DYSART, IOWA. vs. SAME; JACQUA & TAYLOR, TRAER, IOWA, vs. SAME; G. W. MCDONALD, DYSART, IOWA, vs. SAME.
} *Overcharge.*

Filed December 12, 1883.

GRUNDY CENTER, IOWA, December 11, 1883.

To the Railroad Commissioners of the State of Iowa:

GENTS—We wish to lay before you the inclosed freight receipt and postal, showing how we are being *swindled* by the Burlington, Cedar Rapids & Northern Railway, to compel us to ship goods over the Chicago, Rock Island & Pacific Railway.

Until recently they, the B., C. R. & N. R'y, have requested us to ship over the Chicago & Northwestern Railway. as being more direct, but now they change their tune and work for the C., R. I. & P. R'y.

The C. & N. W. R'y have lowered their rate to Cedar Rapids, and the B., C. R. & N. R'y do not give us any rates or advanced charges, but figure the bills at same rates as old charges, making more than old local rates from Cedar Rapids here (sixty-nine miles). We do not know what your duties are, but think this is a matter that should be looked into by some one, and we suppose you to be the proper parties to refer it to. This is not an isolated case. All the merchants here are being used in the same way, who have goods sent over the C. & N. W. R'y.

Respectfully submitted.

NYE & BOURNE.

P. S. We inclose a freight bill from Cedar Rapids of two barrels of gasoline, to show their charges on goods that do not come over the C. & N. W. R'y.

N. & B.

Postal card and freight bills inclosed.

LOCAL FREIGHT OFFICE C. & N. W. R'y,
CEDAR RAPIDS, IOWA, Dec. 6, 1883.

NYE & BOURNE, *Grundy Center, Iowa.*

We have this day delivered to the Burlington, Cedar Rapids & Northern road, at this point, 500 pounds, one range, consigned to you from East Chicago. Our charges are seventy-five cents.

A. D. STEVENS,
Agent.

GRUNDY CENTER STATION, Dec. 5, 1883.

Consignees, Ney & Bourne.
Consignor, Wetwer Bros.

To Burlington, Cedar Rapids & Northern Railway Company, Dr.

From Cedar Rapids.
Car No. 982.
Car initials, B., C. R. & N.
W. B. No. 228.
Date of W. B., December 4.

For transportation and charges on 2 bbls. gasoline, O. R.; weight, 760; rate, 25.
Charges, $1.90
Advanced charges ——.
Received payment.

O. E. WHEATON,
Agent.

GRUNDY CENTER STATION, Dec. 10, 1883.

Consignees, Nye & Bourne.
Consignor, ————.

To Burlington, Cedar Rapids & Northern Railway Company, Dr.

For transportation and charges on one range, one range clost., one base O. R.; weight, 500; rate, —. Charges, $2.85. Advanced charges, ——. Received payment.

O. E. WHEATON,
Agent.

This complaint, with postal card and freight bills, was sent C. J. Ives, General Superintendent Burlington, Cedar Rapids & Northern Railway, who replied as follows:

CEDAR RAPIDS, IOWA, Dec. 13, 1883.

E. G. MORGAN, *Secretary, etc.*

DEAR SIR—In reply to yours of December 12th, inclosing complaint of Nye & Bourne of Grundy Center, would say that I do not perceive how these gentlemen are damaged one cent's worth. They are getting their goods at the same rate as heretofore. On shipments from Chicago to Grundy Center the rates are the same by the three different lines, Chicago & Northwestern, Chicago, Rock Island & Pacific, and Chicago, Burlington & Quincy Railways, and there has been no endeavor to divert shipments over the other roads from the C. & N. W. R'y, but the C. & N. W. people have taken the initiative in forwarding to these shippers their division of the through rate. How this rate is divided I do not understand is a matter of any consequence to the consignor or consignee, as long as the business is handled at the regular rates, and promptly. Trusting this explanation is sufficient and satisfactory, I am,

Yours truly,

C. J. IVES,
General Superintendent.

DES MOINES, IOWA, December 20, 1883.

C. J. IVES, *General Superintendent Burlington, Cedar Rapids & Northern Railway, Cedar Rapids, Iowa:*

DEAR SIR—Your two letters of December 13th and 17th are received and contents noted. I am instructed by the Commissioners to inquire—

1st. Whether the through rates from Chicago to Traer, Dysart and Grundy Center are the same as they have been, and the same by all the competing lines, viz.: the Chicago & Northwestern, the Chicago, Rock Island Pacific, and the Chicago, Burlington & Quincy Railways?

2d. Whether the the rate from Chicago via. the Northwestern road to Cedar Rapids is the same on goods delivered to your company that it has been for the past year or more as you state, rates made at figures for carload lots.

3d. With regard to the division of the through rates to the above points, are you allowed by the connecting lines, in your through contracts, a percentage of the through rate from Chicago to and from these points? Is this percentage in the nature of a rebate on freight gathered and furnished these roads in east-bound and for the distribution of west-bound freights? From what I can gather from the complaints, your proportion of the through rate is considerable in excess of the local rate as published in your tariff. The Board do not care for a discussion of the propriety of this kind of division, but merely to ascertain whether I have the facts correctly stated. Has the C. & N. W. R'y lowered its proportion of the through rate from Chicago to Cedar Rapids? I understand that your company does not attempt to divert freight to either of the lines east of Cedar Rapids, but allows the business to take its natural course, and that each road east of Cedar Rapids gets just as large a percentage of the entire freight as formerly.

Respectfully,

E. G. MORGAN,
Secretary.

CEDAR RAPIDS, IOWA, December 22, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Have yours of December 20th, and answering the questions propounded by the Honorable Commissioners, would say in reply to the first, that the rates from Chicago to Traer, Dysart and Grundy Center are the same that they have been, and are the same by the Chicago & Northwestern, Chicago, Rock Island & Pacific and Chicago, Burlington & Quincy railways. In reply to the second, would say, that the rate from Chicago via the C. & N. W. R'y, to Cedar Rapids. is the same on goods delivered to us, that it has been for the past year or more. In reply to the third, we are allowed a division of the through rates on a percentage basis. This percentage is not in the way of a rebate, but is settled in the joint account through the Auditor's office, by dividing the earnings on the percentage agreed on.

On some articles, especially high class freight, our percentage is higher than our local rate. On the other hand, on all low class freights, such as grain of all kinds, coal, lumber, salt, cement, etc., our percentage is very much less than the local rate. The C. & N. W. R'y has not lowered its proportion of the through rate from Chicago to Cedar Rapids.

In regard to the division of the freight between the three lines. We endeavor, when not

contrary to the wishes of the shipper, to direct as much of this freight as we can over the C., R. I. & P and C., B. & Q. Railways, they being large owners in this property, but do not divert any business especially consigned by the shipper over the C. & N. W. R'y. Trusting these answers may be entirely satisfactory, I am

Yours truly,

C. J. IVES,
General Superintendent.

DECISION OF THE COMMISSIONERS.

The complainants, Messrs. Nye & Bourne, of Grundy Center, sent the Commissioners a postal card from A. D. Stevens, agent of the Chicago & Northwestern Railway Company at Cedar Rapids, giving the freight on a range weighing five hundred pounds from Chicago to Cedar Rapids as seventy-five cents. They enclose with it a bill from the Burlington, Cedar Rapids & Northern Railway of freight on this range from East Chicago of two dollars and eighty-five cents, from which deducting the charges to Cedar Rapids, seventy-five cents, leaves the charges from Cedar Rapids to Grundy Center two dollars and ten cents. They regard this rate as entirely out of proportion for the service rendered and excessive, the distance being but sixty-nine miles, that from Chicago to Cedar Rapids two hundred and twenty miles.

They also charge that the B., C. R. & N. R'y Co. endeavors to compel them to ship by the Chicago, Rock Island & Pacific Railway. They state in addition that the C. & N. W. R'y Co. has lowered its rates from Chicago to Cedar Rapids, and the B., C. R. & N. Co. does not give them the benefit of the reduction.

In reply to the charges made, Mr. Ives, General Superintendent of the B., C. R. & N. R'y, states that the rates from Grundy Center, Traer and Dysart, to and from Chicago, are the same by the three roads competing at Cedar Rapids, and the rate from and to that point by the C. & N. W. R'y is the same as the other roads, and is the same on all goods delivered to his company that it has been for the past year or more. That on the business from there and other points on his lines of railway his company is allowed a division of the through rates on a percentage basis, not by way of rebate, but a percentage of the entire earnings voluntarily agreed upon between the parties. On some articles of high-classed freights, this percentage is in excess of local rates; on low-classed freights it is much less than the local rates. In regard to the division of the freight between the three lines when not contrary to the wishes of the shipper, it is their endeavor to direct as much of the freight as they can over the C., R. I. & P. and the C., B. & Q. railroads, both being large owners in the property under his management, but they do not divert any business especially consigned by the shipper over the C. & N. W. R'y.

It seems that the competing lines have given the B., C. R. & N. Ry. Co. a very liberal percentage of the through freight on its lines north and west of Cedar Rapids, the agent of the C. & N. W. Ry. giving public notice of the percentage that his road has been receiving for the last year or more, has

caused the dissatisfaction. That it has carried this freight very low, will appear from an examination of its rates on distance tariffs in Illinois and Iowa. Under the joint western classification adopted by this company "stoves released" in less than car-load lots are classed as third class. On the revised schedule of the Railroad Commissioners of Illinois, adopted by this company, "stoves released" are third class. On the latest C. & N. W. R'y Iowa freight tariff, in the office of the Commissioners, the freight on third class, per hundred pounds, for two hundred and twenty miles is 36 cents; or from Chicago to Cedar Rapids would be $1.80 instead of 75 cents. On the Railroad Commissioners' tariff for Illinois the rate for third class for two hundred and twenty miles is 33.50 cents; or for five hundred pounds $1.67½ instead of 75 cents. The rates in both cases are presumably reasonable.

The practice of allowing to branch and smaller lines, that gather up and distribute the traffic of the main lines, a larger per centage of the entire joint rate than a *pro rata*, is universal, and so far as the Commissioners are able to judge is correct. Without it, few branch lines in the State could probably earn operating expenses. The weak lines with light traffic must derive subsidy from the main lines to whose large business they contribute, otherwise it would be impossible to equalize the rates, and stations on main lines would get very low rates while the smaller lines would be compelled as a matter of necessity to exact very high rates. The Des Moines and Fort Dodge Railroad Company reports for the year 1882, that it received on through freight 4.17 cents per ton per mile on freight received from or carried to other roads, while it received on local freight but 2.39 cents; for the year 1883, from and to other roads, 3.41 cents per ton per mile, while its local rate was but 2 cents. With all this percentage of discrimination in its favor, this road hardly earns money enough to pay the interest on its debt. The books of the B., C. R. & N. R'y Co. have been so kept that the officers are unable to furnish the Commissioners the rates per ton per mile, either on local freight or that received from or given to other roads; but it is probable that it would show about the same disproportion over a reasonably high local rate. With the liberal percentage in its favor this road has been able to pay the interest on its debt, but does not pay any dividend to its stockholders.

The Commissioners are clearly of the opinion that the C. & N. W. R'y, in allowing the B., C. R. & N. R'y a very large percentage of the through freight from Chicago to Grundy Center, so long as the freight is no higher to the shipper, is pursuing a policy that is correct both in theory and practice, and will be sustained by all railway experience.

If the C. & N. W. R'y Co. is dissatisfied with its proportion of the joint freight rate and wishes to withdraw from the arrangement, it can do so. It can bill all third class goods to Cedar Rapids at 15 cents per hundred

pounds, or freight of any description at a rate that is "reasonable." In that case the B., C. R. & N. R'y Co. will be compelled by law to bill and carry the freight from Cedar Rapids to Grundy Center and other points at its regular local rates.

Des Moines, December 29, 1883.

APPENDIX B.

DIGEST OF DECISIONS.

DIGEST OF JUDICIAL DECISIONS.

THE following is an abstract of the decisions of the Supreme Court of the State relating to railroads, corporations, and right of way, that have been published since the date of our last report:

CROSS v. THE BURLINGTON & SOUTHWESTERN RAILWAY COMPANY, ET AL., 58 IOWA, 62.

Practice in the Supreme Court: CERTIFICATE TO EVIDENCE. A certificate to the evidence, signed by the trial judge after his term of office has expired, will be disregarded; but where it appears that the cause was submitted on depositions and documentary evidence, and the clerk certifies that the depositions and papers on file are contained in the record, it is sufficient, even if not certified until a term of court has intervened.

——: ABSTRACT: EVIDENCE. Where the evidence consisted of depositions and papers on file, and the abstract stated: "This is all the evidence in the case," it will be sufficient in the absence of a showing that it was not correctly abstracted, or that other evidence was offered or received.

——: REPEAL OF STATUTE: TRIAL. Where new or additional pleadings are filed in a case, after the repeal of a statute in force when the case was commenced, the trial should be had in accordance with the statute in force at the time the new issues were joined.

Railroads: VENDOR'S LIEN. Two railroad companies were consolidated, the consolidated company to own all the property and assume all the debts of either company, and to issue stock to persons entitled thereto in either company. Plaintiff, who was a stockholder in one of the companies prior to the consolidation, and, as such, had an interest in its right of way, which passed to the consolidated company and over which said company operated its road, brought suit upon notes given him by the new company for his interest in the former company, claiming a vendor's lien on such right of way: *Held*, that these facts did not entitle him to a vendor's lien.

Appeal from Van Buren Circuit Court.

Action in equity. A stockholder and officer of one of two railroads that were consolidated where the consolidated company was by the terms of consolidation to own all the property and assume all the debts of both companies, and stock of the consolidated company was to be issued therefor to the former owners of the properties, asks a vendor's lien on the right of way to secure the payment of certain promissory notes given him by the consolidated company for stock sold them. There was a decree for the plaintiff, and the defendants appeal.

REVERSED.

BURLINGTON & MISSOURI RIVER RAILROAD COMPANY v. LAWSON; THE SAME v. KELLEY; THE SAME v. LAWSON ET AL., 58 IOWA, 145.

Railroads: LAND GRANT: WHEN IT ATTACHED; PRE-EMPTION. In an action by plaintiff to recover lands alleged to have been included in its grant, but claimed by defendants under homestead entries, it was held that under the amendatory act of Congress, of June, 1864, the grant of 1856, which was a grant *in presenti* in the nature of a float, was made definite and certain by reference to the line of said railroad, as then located, and the lands granted became susceptible of accurate, certain and determinate designation; that the entries of the lands in controversy in October, 1864, were not valid, because the grant had already attached to those identical lands; and that the right thus acquired could not be impaired by subsequent legislation, State or national.

——: ——: HOMESTEAD ENTRY. The act of Congress of 1876 is not applicable in this case. The right of the plaintiff did not depend upon the withdrawal of the lands from sale or notice thereof. After the line of the road was definitely fixed the lands included were not subject to homestead entry, and an enterer could acquire no rights thereby.

Appeal from Page District Court.

These are actions for the recovery of certain real estate. They involve the same questions, and were tried in the court below as one case, and are presented in the same manner here with an agreement that final decree shall be entered in this court. There were decrees in the court below for the defendants, and plaintiff appeals.

REVERSED.

BEEMS, ADMINISTRATOR, v. THE CHICAGO, ROCK ISLAND & PACIFIC RAILROAD COMPANY, 58 IOWA, 150.

Practice: MOTION FOR NEW TRIAL. Conceding that the delay in filing a motion for a new trial may be excused upon proper showing of diligence, or that it was the result of accident or misfortune, the showing in this case was not sufficient.

——: ——: TIME OF FILING: JUDGMENT. A motion for a new trial, if not filed within the time fixed by the agreement of the parties, should be overruled; and a judgment should not be set aside, for the reason that it was entered before the time fixed for filing the motion had expired.

Railroads: PERSONAL INJURIES: CONTRIBUTORY NEGLIGENCE. The act of the intestate in going between the cars to uncouple them, while they were moving at an improper and unusual rate of speed, after having signaled the engineer to slacken speed, was not necessarily contributory negligence.

Practice in the Supreme Court: EXCEPTIONS TO INSTRUCTIONS. If it appears from the transcript that the instructions were excepted to at the time they were given, it is sufficient, although the exceptions were not saved by the motion for a new trial for the reason that it was not filed in time.

Railroads: NEGLIGENCE: INSTRUCTION. Where the petition charged negligence upon the engineer alone, and the instruction stated the cause of complaint was that the "parties

in charge of the engine" were negligent, it was held that no possible prejudice could result from such use of the plural number, and that the variance between the petition and the instruction was immaterial.

——: ——: KNOWLEDGE OF. The railroad company is liable, notwithstanding the negligence of the intestate, if ordinary care was not exercised by its employes to prevent the accident, after they knew of the intestate's negligence, and as this rule of law is clearly expressed, the form of the instruction is not important.

——: ——; FOOT CAUGHT. The fact that the intestate's foot was caught between the rails so that he was fastened to the place would not excuse the railroad company if its cars were negligently driven over him.

——: EVIDENCE: RULES OF THE COMPANY. The rules of the company requiring enginmen to exercise caution when "backing," and holding them accountable for a violation of the rules, were competent evidence in this case.

Damages: LOSS OF LIFE: EVIDENCE. Evidence as to the number of intestate's family, and the amount of his property, showing circumstances stimulating the deceased to industry and economy, whereby his life was rendered more valuable, was properly admitted. Per BECK, J.; ROTHROCK, J., *concurring*.

——: ——: ——: PER CURIAN. The real question is what was the value of the life of the deceased to his estate. The number of his children can have no bearing upon that question, and the admission of the evidence as to the number of his family was error. Per DAY, J.; SEEVERS and ADAMS, JJ., *concurring*.

Appeal from Cass Circuit Court.

Action by an administrator to recover damages resulting to the estate of the intestate, who was a brakesman in the employment of defendant, on account of injuries resulting in his death, caused by the negligence of defendant's employes. There was a verdict and judgment for plaintiff. Defendant appeals. The facts of the case appear in the opinion.

REVERSED.

TODHUNTER & WILLIAMSON V. THE DES MOINES, INDIANOLA & MISSOURI RAILROAD COMPANY ET AL., 58 IOWA, 205.

Perpetuities: LEASE FOR 999 YEARS: NOT PROHIBITED. The lease of a railroad for 999 years, with an annual rent reserved from the gross earnings, which does not preclude the lessor from disposing of the fee title, nor prevent the lessee from selling or assigning the lease, nor prohibit the lessor and lessee, by uniting therein, from conveying both the fee and the leasehold interest, is not within the statute, section 1920, Code, prohibiting perpetuities.

Appeal from Polk Circuit Court.

This is a proceeding by garnishment against the Chicago, Rock Island & Pacific Railway Company, garnishee, in action wherein plaintiffs recovered judgment against the defendants, the Des Moines, Indianola & Missouri Railroad Company. A judgment was rendered against the garnishee, the C., R. I. & P. Ry. Co. The garnishee and the defendant unite in the appeal.

REVERSED.

BEATTY V. THE CENTRAL IOWA RAILWAY COMPANY, 58 IOWA, 242.

Railroads: PROXIMITY TO HIGHWAY: NEGLIGENCE. The mere fact that a railway is constructed and operated in close proximity to a hignway, although it may render the use of the highway less safe, does not of itself constitute negligence on the part of the railway company. Such increase of danger is necessarily incident to and attendant upon this improved mode of transportation.

—: —: DAMAGES: CARE AND DILIGENCE. In an action for personal injuries, the proper inquiry is whether, in the light of all the existing circumstances, the company exercised reasonable care and diligence to guard against danger.

—: —: HIGHWAY CROSSING. Under the facts found in this case, that portion of the highway from the point where the railroad track first infringes upon the highway, to the point of actual crossing, cannot be regarded as a part of the highway crossing.

Appeal from Poweshiek District Court.

The plaintiff, as administratrix of the estate of John W. Beatty, deceased, brings this action to recover damages for the death of said John W. Beatty, occasioned by a train of cars operated by the receiver of the Central Railroad of Iowa. Under the direction of the court the jury returned only a special verdict. Both parties filed a motion for judgment upon the special findings. The court overruled the plaintiff's motion for judgment, and sustained that of the defendant. The plaintiff appeals.

AFFIRMED.

DUMPHEY V. THE SUPERVISORS OF HUMBOLDT COUNTY, 58 IOWA, 273.

Taxes: IN AID OF RAILROADS: EXTENT OF POWER. The aggregate amount of tax that can be voted and levied by a township, incorporated town or city in aid of railroads, under chapter 123, acts Sixteenth General Assembly, is five per centum of the assessed value of the property therein; and when that amount has once been voted, levied and collected, the power conferred by the act is exhausted.

Appeal from Humboldt District Court.

The plaintiff presented a petition to the Honorable Ed. R. Duffie, Judge of the Fourteenth Judicial District, asking for an injunction to restrain the collection of a five per cent railroad tax, which was refused. From the decision denying the injunction plaintiff appeals.

REVERSED.

FERGUSON v. THE CENTRAL IOWA RAILWAY COMPANY, 58 IOWA, 293.

Railroads: DAMAGES: LINE OF EMPLOYMENT. Under the facts of this case, it was held that the jury were warranted in finding that the injury was received by plaintiff in the line of his employment.

——: ——: NEGLIGENCE: CUSTOMARY WAY. If the customary and usual way of doing the work of uncoupling cars in the yard was negligent and wrong, although permitted by the company, the plaintiff, being for the time in command of the train and in part responsible for the custom, cannot be heard to complain.

Appeal from Marshall Circuit Court.

Action for damages for a personal injury. There was a trial by jury; verdict and judgment for the plaintiff. The defendant appeals. The facts necessary to an understanding of the questions determined will be found in the opinion.

REVERSED.

JOHNSON v. THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, 58 IOWA, 348.

New Trial; POWER OF COURT TO GRANT. Courts ought to grant new trials whenever their superior and more comprehensive judgment teaches them that the verdict of the jury fails to administer substantial justice to the parties in the case.

Railroads; PERSONAL INJURIES: FORCE USED: INSTRUCTION. An instruction, as to the degree of force which an employe of defendant might lawfully use in ejecting an obnoxious person from the station house, considered and held unobjectionable.

——: ——: TEST OF LIABILITY OF EMPLOYER. The true test by which to determine the liability of the employer or master, for the negligent or wrongful acts of the servant is, was the wrongful or negligent act done in the course and scope of the servant's employment? If it was, the employer is liable.

Practice; IMPEACHING TESTIMONY. The deposition of a witness may be read for the purpose of impeaching his testimony, where it is first shown to him, and he is afterwards examined upon that same subject-matter.

Appeal from Wapello Circuit Court.

Action for a personal injury which, it is alleged, the plaintiff received by being forcibly ejected from the station house of the defendant at Eldon, by the agent in charge of the station. There was a trial by jury, which resulted in a verdict for the plaintiff for $4,000. Upon a motion for a new trial, based upon several grounds, the court required the plaintiff to remit $1,500 of the verdict, and thereupon overruled the motion. Defendant appeals.

AFFIRMED.

SHEPPARD ET AL. V. CLARK ET AL., 58 IOWA, 371.

Tax Sale: REDEMPTION: TAX FOR PREVIOUS YEARS. To entitle the owner of real property, sold for taxes, to redeem, he will not be required to pay the amount of the tax paid by the purchaser, with penalties, interest and costs, for any year or years previous to that for which the sale was made.

Appeal from Marion Circuit Court.

Action of *mandamus* to compel the county auditor to issue to the plaintiffs a certificate of redemption for certain real estate sold for taxes. Trial to the court upon the pleadings and agreed statement of facts. Judgment for the plaintiffs, and defendants appeal.

AFFIRMED.

JOHNSTON V. THE CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY ET AL., 58 IOWA, 537.

Railroads: OPERATIONS OF: INJUNCTION. The "operations of a railway," as referred to in section 3391, Code, mean the operations of a constructed railway, and not the operations of a railway company in constructing a railroad.

Injunction: DISSOLUTION OF: FRAUD. When relief is sought by an injunction against fraud, which is the *gravamen* of the bill, the court will continue the injunction, though the defendant has fully answered the equity set up.

Railroads: POWER TO CONDEMN PROPERTY FOR USE. The statute limits the amount of land which may be taken by a railroad company under condemnation proceedings to one hundred feet in width, except: *First*, on account of wood and water stations; *second*, where a greater width is necessary for excavation, embankment, or depositing waste earth.

Appeal from Tama District Court.

It was held in this case:

1st. That an injunction restraining the railroad company from proceedings to condemn land outside the one hundred feet right of way for "wood and water stations" was not an interference with the "general and ordinary business of the corporation."

2d. When relief is sought by injunction against fraud, the court will "continue the injunction, though defendant has answered the equity set up."

3d. The construction of section 1241 of the Code is limited to such land as is absolutely necessary for wood and water stations, and that the attempt under the statute to condemn the land necessary for "passenger stations, freight and engine houses, warehouses, elevators, stock yards, and other appliances," is a freedom with the statute not justified by its language or spirit.

VAUGHN v. SMITH & CO. ET AL., 58 IOWA, 553.

Railroads: MECHANIC'S LIEN: CHANGE OF VENUE. Where the sub-contractor was entitled to a mechanic's lien for work done in the construction of a railway, it was held, that if the contractors had entered into an agreement by which they became personally liable to pay his claim, such contract was one in relation to the construction of a railway under section 2583, Code; and that the contractors were not entitled to a change of venue to the county of their residence.

Deposition: CERTIFICATE OF NOTARY. The certificate of a notary public attached to a deposition, showing that the deposition was read over by the witness and was subscribed and sworn to by him, at a time and place mentioned in the certificate, is a literal compliance with the statute, and is sufficient.

Contract: STATUTE OF FRAUDS: PAROL PROOF. A written contract set out in full in the opinion, construed and held not to be a contract to answer for the debt or default of another; that the contract could not be aided or added to by parol evidence; that to supplement such contract by evidence of a parol promise to pay plaintiff's debt would be clearly within the statute of frauds; and that the admission of such parol testimony, and the submission of the contract to the jury for construction, was error.

Practice in the Supreme Court: ABSTRACTING TESTIMONY. To abstract the testimony of witnesses without abbreviation, thereby imposing unnecessary labor upon the court, is a departure from the rules, and no costs will be allowed therefor.

Appeal from Taylor District Court.

It was held that—

1st. Under section 2583 of the Code of Iowa, the party seeking to enforce a mechanic's lien had his right of action in the county where the labor was performed, and no change of venue would lie to the county that was the residence of the defendants, even if the defendants were not previously liable and the action was to compel the defendants to pay the debt of another.

2d. The deposition of a witness in another State, sworn to and subscribed before a notary, is admissible as testimony and a compliance with the statute.

3d. A party cannot aid or add to a promise in writing by parol evidence; "to allow a promise to be supplemented by parol, where no promise is contained in writing, is clearly within the statute of frauds."

4th. It is the duty of the court, not the jury, to construe a contract. A verbal promise is binding when coupled with such circumstances as will take it out of the statute of frauds.

SULLIVAN v. THE WABASH, ST. LOUIS & PACIFIC RAILWAY COMPANY, 59 IOWA, 602.

Railroads: INJURY TO STOCK: CONFLICT OF EVIDENCE: VERDICT NOT SUSTAINED. If all the evidence can be harmonized by the exercise of reason, and in accord with the probabilities arising from the nature of the case, it is not what the law regards as a conflict of evidence; and where, when so considered, the testimony shows without conflict, that the stock in question was injured upon the highway crossing, the verdict for damages was not sustained by the evidence; and should have been set aside.

Appeal from Mills Circuit Court.

Action to recover double the value of a mare which plaintiff alleges was killed by a train upon defendant's railroad, at a point where defendant had the right to construct fences and where none were built. There was a verdict and a judgment for plaintiff for twice the value of the mare. Defendant appeals.

REVERSED.

SMITH v. THE KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS RAILROAD COMPANY, 58 IOWA, 622.

Railroads: INJURY TO STOCK: RUNNING AT LARGE. A sucking colt, following its mother, which was in the control of the plaintiff, strayed and was injured by defendant's train: *Held*, that the colt, under such circumstances, must be deemed to have been running at large.

——: ——: DOUBLE DAMAGES: NOTICE OF LOSS: PROOF OF SERVICE: COPIES. Proof of the service of notice and affidavit of loss, to entitle plaintiff to double damages, may be made by copies shown to be correct, without notice to the defendant to produce the originals.

——: ——: WILLFUL ACT OF OWNER. The fact that the plaintiff by a voluntary act exposed the colt to danger from defendant's train, if the act was done for a lawful purpose and the danger was merely incidental thereto, does not make the act willful.

——: ——: PLACE OF INJURY: RIGHT TO FENCE: INSTRUCTION. Where the evidence does not show the character of the place at the point where the injury occurred, an instruction, excluding from the jury the consideration that if the colt was injured where the defendant had no right to fence, it would not be liable, was erroneous.

Appeal from Pottawattamie Circuit Court.

Action to recover double damages for injury to a mule colt, alleged to have been caused by one of the defendant's trains, where the defendant had a right to fence. There was a trial to a jury, and verdict and judgment were rendered for the plaintiff. The defendant appeals.

REVERSED.

BRENTNER v. THE CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, 58 IOWA, 625.

Railroads: INJURY TO STOCK: FENCES: EVIDENCE. Evidence of the character and kind of a fence, where it is claimed the cattle of the plaintiff escaped from his inclosure and went upon the defendant's right of way, at a time subsequent to the injury, is not admissible, without showing there had been no change in its condition since the injury.

——: ——: DOUBLE DAMAGES: NOTICE OF LOSS: PROOF OF. Proof of service of the notice and affidavit of loss, required by statute to be served upon the defendant, to entitle the plaintiff to double damages, may be made by copies of duplicate originals, without serving notice upon the defendant to produce the originals.

——: ——: ——: ——: AFFIDAVIT OF SERVICE. Whether the *ex parte* affidavit of service, attached to the duplicate originals by the person serving the same, is admissable as proof of such service, *quære?*

——: ——: DEFECTIVE FENCE: LIABILITY. Where a sufficient fence was erected to keep the cattle from the right of way, and it became defective without the fault of the company, no liability attaches for an injury occurring on account of such defect, unless the company had knowledge or by the exercise of reasonable care could have learned of the defect and had reasonable time to make repairs; and this consideration should have been submitted to the jury.

Appeal from Cerro Gordo Circuit Court.

Action to recover double damages for certain cattle alleged to have been killed by one of the defendant's trains, where it had a right to fence. There was a trial to a jury, and a verdict and judgment were rendered for the plaintiff. The defendant appeals.

REVERSED.

DIMMICK v. THE COUNCIL BLUFFS & ST. LOUIS RAILWAY COMPANY, 58 IOWA, 637.

Railroads: APPROPRIATION OF RIGHT OF WAY: AWARD. An action will not lie upon the award of a sheriff's jury for damages for right of way, unless the right of way has been entered upon and appropriated by the company.

——: ——: WHAT CONSTITUTES: TORT. Where a railway company duly condemned a right of way, which included a portion of plaintiff's lot, and without paying the award entered thereon, but did not actually occupy any portion of plaintiff's property or disturb the fence around it, it was held that the company had not made such an appropriation of the property as to have been guilty of a tort, and that it was not liable to pay the award.

——: ——: ——: ACTS OF APPROPRIATION. The fact that defendant permitted a telegraph company to construct a telegraph line over and across that portion of plaintiff's lot within the right of way, and allowed the return of award to be recorded, did not amount to a tort, or raise an implied contract to pay the award.

Appeal from Pottawattamie Circuit Court.

Action upon an award of sheriff's jury for damages for right of way. There was a trial to a jury, and verdict and judgment rendered for the plaintiff. The defendant appeals.

REVERSED.

HEDGE v. GIBSON, 58 IOWA, 656.

Change of venue: AFFIDAVIT: BY WHOM MADE. An application for a change of venue by a party, upon the ground of the alleged prejudice of the inhabitants of the county, must, if the party is a natural person, be verified by himself.

Promissory note: FOR CORPORATE STOCK: TENDER OF CERTIFICATES. An instrument, delivered to the maker at the time he executed a subscription note for the stock of a corporation, provided that certificates of stock should be delivered upon the payment of the note. *Held:*

1. That both instruments were admissible in evidence as parts of the same contract.
2. That as plaintiff acquired the note after maturity, he took it with all the infirmities which attached thereto.
3. That no action could be maintained upon the note without a tender of the certificates of stock.

Appeal from Washington Circuit Court.

Action upon a promissory note made by the plaintiff on the 7th day of January, 1871, payable in three months thereafter to the Iowa Northern Central Railroad Company, or bearer. A jury was empaneled, and after the evidence was all introduced, the court instructed the jury to return a verdict for the defendant. Plaintiff appeals.

AFFIRMED.

BANNIGAN v. THE CENTRAL IOWA RAILWAY COMPANY, 58 IOWA, 671.

Change of venue; COSTS OF FORMER TERM. The action of the court in making the change of venue conditional upon the payment of all the costs accrued up to the time the order was made, including the costs of a former term, not caused or rendered useless by the change, and in refusing to grant the change without the payment of all said costs, was error

Appeal from Hardin District Court.

The plaintiff claims of the defendant $500 damages for injury to the plaintiff's property occasioned by fires, originating from alleged carelessness in operating the defendant's railway. The cause was tried by a jury and a verdict was returned for the plaintiff for $115.

The motion for a new trial was overruled, and judgment was entered upon the verdict. The defendant appealed May 24, 1881. Afterwards the plaintiff appealed. Upon the defendant's appeal the judgment is

REVERSED.

DUNN v. THE CHICAGO & NORTHWESTERN RAILWAY COMPANY, 58 IOWA, 674.

Railroads: INJURY TO STOCK: RIGHT TO FENCE: EVIDENCE. In an action against a railway company to recover double damages for stock killed, where it had the right to fence, but failed to do so, the testimony of a witness who stated what he had seen and knew in relation to the locality and the condition of the fence where the stock went upon the railroad track, was not hearsay or based upon the opinion of the witness.

——: ——: FAILURE TO REPAIR FENCES: NOTICE: INSTRUCTIONS. The court instructed the jury that the company was not liable, unless there was negligence in failing to repair the fences within a reasonable time after notice of their defective condition was had. *Held:*

1. That the further instruction asked, that the burden of proof was upon the plaintiff to show such negligence, was unnecessary.
2. That it was not required that such notice should be given by the plaintiff, in order to be binding upon the defendant.

Practice: INSTRUCTION NOT PERTINENT TO ISSUE. An instruction asked, not pertinent to any issue in the case, was properly refused.

Appeal from Pottawattamie District Court.

Action to recover double the value of one heifer, one mare and one yearling filly, killed by a train upon defendant's railroad, at a place where defendant had a right to construct fences, but failed to do so. There was a verdict and a judgment for plaintiff for double the value of the mare and filly. Defendant appeals.

AFFIRMED.

ORMOND v. THE CENTRAL IOWA RAILWAY COMPANY, 58 IOWA, 742.

Railroads: DAMAGES: CONTRIBUTORY NEGLIGENCE: EVIDENCE. In an action against a railroad company to recover the value of certain stacks of oats, destroyed by fire set out by its engine, evidence of the custom of the neighborhood not to plow around the stacks is not competent for the purpose of showing a want of contributory negligence. Whether it is necessary for the plaintiff in such cases to show that he did not, by a failure to exercise ordinary care, contribute to the injury, *quære?*

——: ——: EVIDENCE: OWNERSHIP. In such case, evidence that the plaintiff raised the oats on rented land on the shares, was admissible to show the ownership of the grain destroyed. The plaintiff should not recover the value of all the grain if he did not own it all.

Appeal from Franklin Circuit Court.

This is an action to recover the value of certain stacks of oats, alleged to have been destroyed by a fire occasioned by sparks emitted from an engine operated by the defendant. There was a jury trial resulting in a verdict and judgment for plaintiff for $165. The defendant appeals.

REVERSED.

VAN HORN v. BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, 59 IOWA, 33.

Evidence: SOUND OF RUNNING TRAIN AS PROOF OF SPEED. Where there was a question as to the speed at which the train was running by which the plaintiff's horses were killed: *Held*, that it was proper to allow witnesses to testify that they judge from the sound of the train that it was running very rapidly, and more than six miles per hour. The weight of such evidence it was for the jury, under the circumstances shown, to determine.

——: CONTRIBUTORY NEGLIGENCE: HORSES ILLEGALLY RUNNING AT LARGE. Where a person owning horses in a city allowed them to run at large at night, and to lie down and sleep on a railroad track, and the horses were injured by a passing train, his conduct was a circumstance tending to show him guilty of contributory negligence, unless he had a legal right to let them run at large, and when an ordinance of the city was offered in evidence to show that he had no such legal right, it was error to exclude it.

Appeal from Benton District Court.

Action to recover the value of certain horses alleged to have been killed by reason of the negligence of the defendant in running one of its trains. The accident occurred in the city of Vinton, between one and two o'clock at night. The plaintiff had turned the horses loose. They strayed upon the defendant's track, and lay down at a point where the track crossed one of the streets of the city. The negligence complained of is that the defendant was running its train at an improper rate of speed. The defendant denied all negligence upon its part, and averred that the injury was caused through the negligence of the plaintiff. There was a trial to a jury, and verdict and judgment rendered for the plaintiff. The defendant appeals.

REVERSED.

SMITH v. BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, 59 IOWA, 73.

Railroads: INJURY BY CO-EMPLOYE: RULE STATED. To entitle an employe of a railroad company to recover for personal injuries inflicted through the negligence of a co-employe, it must be shown that his employment was connected with the operation of the railway. Code, § 1307.

——: ——; RULE APPLIED. Where plaintiff's petition failed to aver, and the evidence failed to show that he was anything more than a section hand, and that, when injured, he was engaged in loading a car: *Held*, that this service did not pertain to the operation of the road, and that he could not recover for injury caused by the negligence of his co-employe.

Practice: INSUFFICIENT PETITION: ADVANTAGE TAKEN OF, HOW. If the facts stated in the petition do not entitle plaintiff to relief, and defendant fails to demur, advantage may be taken of the defect by motion in arrest of judgment, or the court may, at the trial, as in this case, direct the jury to find for the defendant.

Appeal from Fayette District Court.

Action to recover for personal injuries sustained by plaintiff while in the employment of defendant, resulting from the negligence of a co-employe. The court instructed the jury to return a verdict for defendant upon the evidence submitted in the case, which was done, and a judgment was rendered accordingly, from which plaintiff appeals.

AFFIRMED.

CARTON & CO. v. ILLINOIS CENTRAL RAILROAD COMPANY, 59 IOWA, 148.

Railroads: LEGISLATIVE REGULATION OF RATES: INTER-STATE COMMERCE: CONSTITUTIONAL LAW. If the language of chapter 68, law of 1874, is to be construed so as to include contracts for the transportation of freights to points without the State, then it is repugnant to article 1, section 8, of the Constitution of the United States, which confers upon Congress the "power to regulate commerce with foreign nations and between the State," and is then for that reason, in that particular, void, and will not support an action brought to recover of the defendants freight charged in excess of the rates provided in that act, on goods shipped from Ackley, in this State, to Chicago, in the State of Illinois, on a contract for through shipment at a given rate per car load.

——: ——: ——: LEX LOCI CONTRACTUS. While it is true that the contracts of shipment set out in this case are entire contracts, and while it may be conceded that the laws of this State enter into and become a part of contracts made within the State, yet this doctrine must be limited to laws which are valid; and since the law relied on if applicable to these contracts at all, is so far void, it cannot enter into and become a part of those contracts. BECK, J., *dissenting*.

Appeal from Hardin Circuit Court.

This is an action to recover certain alleged excessive freight charges paid by the plaintiff to the defendant for transporting grain from Ackley, in this State, to Chicago, Illinois. The cause was tried in the court below without a jury, and upon an agreement as to facts, and judgment was rendered for the defendant for costs. Plaintiffs appeal.

AFFIRMED.

BOTHWELL v. CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, 59 IOWA, 192.

Railroads: KILLING STOCK: INSUFFICIENT EVIDENCE. In an action for damages for two colts killed by a passing train, at the close of the introduction of plaintiff's testimony, the court, on motion of defendant, directed the jury to return a verdict for the defendant: *Held* correct, on the ground that the evidence was not sufficient to support a verdict for damages. DAY and BECK, J. J., as to the sufficiency of the evidence, *dissenting*.

Appeal from Jones District Court.

This is an action to recover the value of two colts, which it is alleged were killed by being run over by one of defendant's trains. There was a trial by jury. At the close of the introduction of the plaintiff's evidence, the court, on motion of the defendant, directed the jury to return a verdict for the defendant. Plaintiff appeals.

AFFIRMED.

WOOD v. CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, 59 IOWA, 196.

Railroads: AUTHORITY OF STATION AGENT: QUESTION OF FACT. The question whether or not the station agent of a railway company has, as such agent, authority to bind the company by a contract to furnish cars to a shipper at his station at a particular time, is one of fact and not of law, and it was error, *first*, to reject testimony offered by defendant to prove that its agent had not such authority, and *second*, to instruct the jury on the theory that such agents have such authority as matter of law. BECK, J., *dissenting*.

Appeal from Clayton Circuit Court.

The plaintiff alleges that the defendant contracted to furnish the plaintiff, on the 16th day of October, 1879, two cars in which to ship potatoes from Enfield, a station on defendant's road, to Denison, Texas; that defendant failed to furnish the cars until the second day of November, and that by reason of this delay the potatoes were frozen, to the damage of plaintiff in the sum of $300. The cause was tried to a jury, and resulted in a verdic- and judgment for plaintiff for $452.44. The defendant appeals. The material facts are stated in the opinion.

REVERSED.

EVERETT v. THE UNION PACIFIC RAILROAD COMPANY, 59 IOWA, 243.

Witnesses: NUMBER OF LIMITED: DISCRETION OF COURT. The trial court has a legal discretion to limit the number of witnesses that may be examined to establish a single point or proposition; and *held* that such discretion was not abused by the court in this case. BECK and ADAMS, JJ., *dissenting*.

Damages: MEASURE OF: MARKETABLE VALUE: INSTRUCTION. An instruction to the effect that the marketable value of property is the amount for which the property would sell if put upon the open market and sold in the manner in which property is ordinarily sold in the community in which it is situated; *Held*, correct, and not necessarily calculated to raise the inference that a forced sale was meant by the court.

Practice in Supreme Court: REJECTION OF EVIDENCE: ERROR MUST BE SHOWN. Where evidence is rejected by the trial court will presume that it was properly rejected, unless the contrary affirmatively appears from the record.

Evidence: VALUE OF LAND: TOO REMOTE. Evidence that some land near by that in controversy was sold ten or twelve years before the trial at a certain price: *Held*, too remote to determine the value of the land in controversy at the time it was appropriated.

——: ——. When the land in controversy might prudently be laid out in city lots, but in fact is not, evidence as to what its value would be if so laid out, is incompetent.

Practice in Supreme Court: VERDICT AGAINST EVIDENCE. This court cannot say that a verdict should have been set aside as being against the evidence, when the evidence is conflicting, and is not all before the court.

Appeal from Pottawattamie District Court.

This is a proceeding instituted for the purpose of determining the damages sustained by the plaintiff because of the appropriation by the defendant of certain real estate belonging to the plaintiff, for the purposes of its road. The plaintiff appealed from the assessment made by the sheriff's jury to the Circuit Court. There was a transfer to the District Court, where there was a trial by jury, which resulted in a verdict and judgment for the plaintiff, and therefrom she appealed.

AFFIRMED.

STRINGER ET AL. V. KEOKUK, MT. PLEASANT & NORTHERN RAILROAD COMPANY ET AL., 59 IOWA, 277.

Railroads: RIGHT OF WAY DEED: CONDITIONS SUBSEQUENT. A conveyance of right of way to a railroad company will not be set aside in equity merely because the grantee has failed to perform conditions subsequent contained in the deed.

Contract: RESCISSION OF: EQUITY. Equity will not decree the rescission of a contract at the suit of one party thereto on the ground that the other has failed to fulfill his part of the engagement, if the defaulting party cannot be pleaded in *statu quo*, and injury would result to him from the rescision. In such cases parties must resort to the courts of law and seek the damages to which they are entitled by reason of the breach of the contract.

Appeal from Henry Circuit Court.

Action in chancery to rescind and set aside a conveyance to defendant, granting the right of way for its railroad upon land of plaintiff's. Upon a demurrer, plaintiff's petition was dismissed; they now appeal.

AFFIRMED.

MARTIN v. CENTRAL IOWA RAILWAY COMPANY, 59 IOWA, 411.

Railroads: NOTICE OF DAMAGE TO STOCK: MISNOMER OF DEFENDANT. Where horses were killed by the Central Iowa Railway Company, and the owner of the horses caused to be served on a proper officer of that company a notice of the injury as contemplated by section 1289 of the Code, which notice was, however, addressed to the Iowa Central Railway Company: *Held*, in an action for double damages that the misnomer did not invalidate the notice, under the rule that "the omission, alteration or transposition of any of the words if the words in the name used are synonomous with the true name of the corporation, is not a misnomer that will efeat the notice." ADAMS, J. *dissenting*.

Evidence: RELEVANCY. The pleadings in a former action against defendant: *Held*, properly admitted in evidence as showing that defendant became the owner of the railway before the killing of plaintiff's horses, that being a point in issue.

Instruction: NOTICE OF DAMAGE. An instruction to the effect that the notice (referred to in the first point, *ante*) was good, if plaintiff intended to serve it upon the defendant and the misnomer was a mistake, but that, if plaintiff intended to serve it on some other company, defendant was not liable for double damages: *Held*, correct.

Verdict: SPECIAL INTERROGATORIES: MODE OF ANSWER. Where special interrogatories were submitted to the jury and the court directed the jury that, if they could not answer the questions by "yes" or "no," they might answer them in some other manner, and the jury answered "we think" and "have reason to believe": *Held*, that these answers presented in positive language the conclusions reached by the jury, and sufficiently expressed the findings of fact sought by the questions.

Practice in the Supreme Court: VERDICT: EVIDENCE TO SUPPORT. The evidence in this case being considered and found to be conflicting, this court will not interfere with the judgment rendered on the verdict.

Appeal from Monroe District Court.

Action to recover double the value of certain horses killed and injured by a train upon the road of defendant, at a point where it had a right to construct fences. There was a verdict and a judgment for plaintiff. Defendant appeals. Adams, J., dissents to the first point of this opinion.

AFFIRMED.

GULLIHER v. CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, 59 IOWA, 416.

Practice: NOTICE OF APPEAL: EXCEPTIONS. Where, during the trial, numerous exceptions were taken to the ruling of the court, many of them to the giving and to the refusing to give instructions, and on June 21st there was a verdict and judgment for plaintiff, but no formal exception entered at the end of the judgment entry, and on June 24th defendant filed a motion to set aside the verdict and for a new trial, setting out the errors complained of pending the trial, and also that the verdict was not supported by sufficient evidence, and was contrary to law, which motion was, on June 27th, overruled, to which ruling defendant at the time excepted: *Held*,

1. That the exception taken to the ruling denying a new trial was a sufficient exception to the judgment.

2. That a notice of appeal from the *judgment* rendered on the 21st day of June properly brought up in the Supreme Court all the objections properly saved on the trial of the case, including the motion for a new trial.

——: INSTRUCTIONS: FRAUD. Where fraud in procuring a written contract of settlement was pleaded to avoid the effect of the writing, but the facts proved did not constitute fraud, the court should, when requested, have instructed the jury that there was no evidence of fraud.

Contract: NEGLIGENT SIGNER BOUND. It is well settled that where a party having capacity to read an instrument, signs it without reading it, and without requesting it to be read to him, he is bound thereby, if no device is used to put him off his guard.

Practice: SPECIAL INTERROGATORIES. When defendant requested the court to submit to the jury special interrogatories, few in number, easily understood and not tending to confusion, which called for answers to ultimate facts in issue, and which were not vulnerable to any valid objection, the request should have been granted.

Appeal from Lee Circuit Court.

This is an action to recover for a personal injury received by the plaintiff while in the employment of the defendant, and engaged in coupling cars. There was a trial by jury, and a verdict and judgment for the plaintiff. Defendant appeals. The facts appear in the opinion.

REVERSED.

MARION v. CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, 59 IOWA, 428.

Railroads: TORTS OF EMPLOYE AS AFFECTED BY HIS PURPOSE. The act of an employe of a railroad company in removing a trespasser from a train, connot be considered the act of the company, unless he was employed generally to remove trespassers, or specifically to remove the particular trespasser. The question whether or not it was the *purpose* of the employe to serve his employer is relevant only in cases of willful injury done in the course of his employment.

Appeal from Jefferson District Court.

Action to recover for a personal injury. The plaintiff avers in his petition that he climbed upon one of the defendant's freight trains while in motion; that he did so without a ticket and without the consent of the company; that one of the defendant's brakemen, in the course of his employment, negligently and willfully forced him from the train while in motion, and caused him to fall through a bridge, from which he received the injury complained of.

The defendant for answer denied all the allegations of the petition not admitted, and did not admit that one of its brakemen, in the course of his employment, negligently or willfully forced the plaintiff from the train. There was a trial to a jury, and verdict and judgment were rendered for the plaintiff. The defendant appeals.

REVERSED.

BRITTON ET AL. V. DES MOINES, OSCEOLA & SOUTHERN RAILROAD COMPANY, 59 IOWA, 540.

Parties: RIGHT TO JOIN GIVES NO RIGHT TO BE SUBSTITUTED. Section 2663 of the Code, which gives to any one interested in the subject matter involved in the action the right to *unite with* the defendant in resisting the claim of the plaintiff, does not give to such interested person the right to be *substituted for* the defendant.

Practice: DIRECTIONS OF COURT TO WITNESS. It is not improper for the court, on its own motion, to indicate to a witness what matters should be considered in answering a question, nor, when objections are made to questions asked a witness, to state what the court deems the proper course to be taken.

Railroads: RIGHT OF WAY: MEASURE OF DAMAGES. On an appeal from the award of a jury for damages for right of way, where the question was much longer than necessary, but asked, in substance, how much less the land was worth after than before the appropriation, excluding benefits: *Held*, not erroneous.

Practice in Supreme Court: ERROR WHICH MIGHT HAVE BEEN CORRECTED BELOW. Where it appeared on cross-examination that a witness, on the examination in chief, took into consideration improper matters in estimating damages, defendant should have moved the court to strike out the objectionable evidence before asking this court to correct the error.

Railroads: RIGHT OF WAY: MEASURE OF DAMAGES. In estimating the damages which the owner of land should recover on account of the appropriation of a portion thereof for right of way for a railroad, the benefits caused to the land by drainage from the building of the railroad cannot be considered. Section 18, article 1, of the Constitution excludes the consideration of *all* advantages that may result to the owner on account of the improvement.

Appeal from Warren Circuit Court.

The defendant instituted proceedings to condemn a strip of land seventy-five feet wide as right of way for its road over certain real estate belonging to the plaintiffs. From the award of the sheriff's jury the plaintiffs appealed to the Circuit Court, where there was a trial by jury, verdict for the plaintiffs, and judgment as provided by statute. The defendant appeals.

AFFIRMED.

LOWER V. CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY ET AL.; GRAY V. THE SAME; ELDER ET AL. V. THE SAME, 59 IOWA, 563.

Railroads: SURMOUNTING LEGAL IMPEDIMENTS THROUGH AUXILIARY COMPANY: NO FRAUD. Though a railroad company may not for some reason have the legal authority to condemn right of way for a lateral line, it may cause another company of its own stockholders to be so organized as to have that power, and when such subsidiary company has condemned the right of way, it may lease its line to the former company, and in this there will be no fraud upon those whose lands have been condemned.

——: CONDEMNATION OF RIGHT OF WAY FOR: DESCRIPTIONS IN NOTICES. Where notices of condemnation described the land to be condemned as a certain number of feet on each side of the center line of the railroad, "as the same is located, staked, and marked," *held*, that this description was sufficient, and if any other parts of the description in this case differed therefrom, they must yield thereto.

——: EMINENT DOMAIN: LATERAL LINES: STATUTE CONSTRUED. When a company has the power to build an additional lateral road, that is, a lateral road whose construction and maintenance are possible only upon an independent right of way, the right of way statute does not prevent the condemnation of land for such additional road.

Appeal from Monroe Circuit Court.

The Chicago, Burlington & Quincy Railroad Company, desiring to reduce its grades through a portion of Monroe county, found it necessary to locate its line apart from and outside of its original road, for a distance of about fifteen miles.

It being a foreign corporation, and unable to condemn the right of way under the laws of the State, organized, from parties in its interest, "The Chilicothe and Chariton Railroad Company," which proceeded to condemn the right of way on the line previously surveyed and partly constructed by the former company. The plaintiffs asked an injunction to prevent the condemnation of the right of way on the ground of fraud, the new corporation not being organized in good faith to build an independent line of road, but simply to do what the C., B. & Q. Co. could not lawfully do.

The court below dismissed the petition, and its action was

AFFIRMED.

HUDSON v. CHICAGO & NORTHWESTERN RAILWAY COMPANY, 59 IOWA, 581.

Appeal to Supreme Court: LESS THAN $100: QUESTION OF EVIDENCE TO SUPPORT VERDICT. Although the question as to the sufficiency of the evidence to support a verdict may in a certain sense be said to become a question of law, yet it is not such a question as the legislature intended should be certified to this court in cases involving less than $100.

Railroads: NEGLIGENT CONSTRUCTION: EVIDENCE OF PRIOR ACCIDENT. In an action for damages for injury to a horse by reason of the negligent and defective construction of a railroad crossing, evidence of a former and similar accident which happened to another at the same place, was not competent, and should have been excluded.

——: ——: EVIDENCE OF REPAIRING DEFECT AFTER ACCIDENT. Evidence to the effect that a day or two after the accident, the defendant's employes changed the crossing in such a manner as to avoid the defect complained of, could have no other purpose than to establish an admission on the part of the defendant of its own negligence at the time of the accident; and the evidence could not be admitted for that purpose, without a violation of the well established rule, that an admission made by an employe or agent, after the transaction, cannot be introduced as evidence against his principal.

PAGE

BURLINGTON & NORTHWESTERN RAILWAY—
annual report of..... 476
complaint of A. Hunter against..... 701
complaint of Henry Shopbell against..... 654
BURLINGTON & WESTERN RAILWAY—
annual report of..... 490
BURNS, T., complaint of against C. & N. W..... 630
BUTLER, WM., complaint of against W., St. L & P..... 711

CANFIELD, CHARLES, complaint of against C., M. & St. P..... 667
CAPITAL STOCK—
amount representing roads in Iowa..... 8
amount held in Iowa..... 3
increase of as reported..... 5
authority of a corporation to issue..... 29
issued for the purchase of property..... 29
stock dividends made to equalize values..... 29
CARTON, JNO. A. & CO. vs. I. C. R. R. Co..... 35
CATTLE-GUARDS—
number of in Iowa..... 21
CEDAR FALLS & MINNESOTA RAILROAD—
annual report of..... 397
CEDAR RAPIDS & MARION STREET RAILWAY—
annual report of..... 523
CEDAR RAPIDS & MISSOURI RIVER RAILROAD—
annual report of..... 284
CENTRAL IOWA RAILWAY—
annual report of..... 152
complaint of R. B. Beeson against..... 726
complaint of citizens of Albia against..... 586
complaint of citizens of Northwood against..... 599
complaint of W. P. Elliott against..... 729
complaint of Shanks & Coats against..... 550
CHICAGO, BURLINGTON & KANSAS CITY RAILWAY—
annual report of..... 192
CHICAGO, BURLINGTON & QUINCY RAILROAD—
congressional land grant..... 27
annual report of..... 168
complaint of C. E. Curl against..... 537
complaint of J. P. Currier against..... 587
complaint of James Hall against..... 653
complaint of Jno. P. Nye against..... 724
complaint of J. W. Smith against..... 647
complaint of Henry Webb against..... 626
CHICAGO, IOWA & NEBRASKA RAILROAD—
annual report of..... 278

PAGE

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY—
congressional land grant..... 27
annual report of..... 235
complaint of R. B. Beeson against..... 726
complaint of W. E. Bradford against..... 712
complaint of C. M. Brown against..... 553
complaint of W. R. Brown against..... 687
complaint of Bulla & Hammer against..... 620
complaint of Citizens of Hawarden against..... 696
complaint of Charles Canfield against..... 667
complaint of W. C. Earle against..... 719
complaint of Ham & Carver against..... 721
complaint of Merrill & Keeney against..... 678
complaint of Ole Nelson et al. against..... 686
complaint of Peter Raff against..... 580
complaint of Shanks & Coats against..... 550
complaint of H. F. Shipley et al. against..... 708
complaint of F. M. Slagle & Co. against..... 665
complaint of J. A. Wasson against..... 656
complaint of J. W. Winkler against..... 705
CHICAGO & NORTHWESTERN RAILWAY—
annual report of..... 256
complaint of J. J. Bruce against..... 651
complaint of T. Burns against..... 630
complaint of A. B. Dowell against..... 652
complaint of Chas. T. Doyle against..... 638
complaint of Merrill & Keeney against..... 678
complaint of Ole Nelson et al against..... 686
complaint of John Nickson against..... 574
complaint of Lyman Whittier against..... 584
complaint of V. J. Williams & Co against..... 628
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY—
congressional land grant..... 28
annual report of..... 298
complaint of M. Cresswell against..... 629
complaint of Mrs. Patience Goodwin..... 645
complaint of Louis Hoefer against..... 731
complaint of Frank W. Vorse against..... 692
CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA RAILWAY—
annual report of..... 317
CITIZENS OF ALBIA, complaint of, against C. I..... 586
CITIZENS OF HAWARDEN, complaint of, against C., M. & St. P..... 696
CITIZENS OF NORTHWOOD ET AL., complaint of, against C. I. (rehearing)..... 599
CLINE & BENNETT, complaint of, against Ill. Cent..... 698

PAGE

COMMISSIONERS, BOARD OF—
retiring of James Wilson..... 3
appointment of L. S. Coffin..... 3
COMPETITIVE POINTS—
policy of railroads toward them..... 41
COMPILATION OF RAILROAD RETURNS..... 95
COMPLAINTS AGAINST RAILROAD COMPANIES—
Beeson, R. B., against B., C. R. & N., C. I. and C., M. & St. P..... 726
Bradford, W. E., against C., M. & St. P..... 712
Breazeale, J. A., against W., St. L. & P..... 568
Brown, C. M., against B., C. R. & N. and C., M. & St. P..... 558
Brown, W. R., against C., M. & St. P..... 687
Bruce, J. J., against C. & N. W..... 651
Bulla & Hammer, against C., M. & St. P..... 620
Burns, Thos., against C. & N. W..... 630
Butler, Wm., against W., St. L. & P..... 711
Canfield, Charles, against C., M. & St. P..... 667
Citizens of Albia against C. I..... 586
Citizens of Hawarden against C., M. & St. P..... 696
Citizens of Northwood *et al.* against C. I. (motion for rehearing).... 599
Cline & Bennett against Ill. Cent..... 698
Commissioner Coffin against Ill. Cent. and M. & St. L..... 713
Cresswell, M., against C., R. I. & P..... 629
Crystal Mill and Grain Co. against Iowa Pool Lines..... 703
Crystal Mill and Grain Co. against K. C., St. J. & C. B..... 715
Curl, C. E., against C., B. & Q..... 537
Currier, J. P. against C., B. & Q..... 587
Cutler & Lindon, against B., C. R. & N..... 665
Dowell, A. B., against C. & N. W..... 652
Doyle, Chas. T., against C. & N. W..... 638
Earle, W. C., against C., M. & St. P..... 719
Elliott, W. P., against C. I..... 729
Fallon, John, against Ill. Cent..... 563
Glover, H. B. & Co. *et al.*, against various lines of railway..... 630
Glover, H. B. & Co., against B., C. R. & N..... 692
Goodsell, L., against B., C. R. & N..... 617
Goodwin, Mrs. Patience, against C., R. I. & P..... 645
Groneweg & Schoentgen against K, C., St. J. & C. B..... 604
Haddock, Wm. J., against B., C. R. & N..... 581
Hall, James, against C., B. & Q..... 653
Ham & Carver against Ill. Cent., B., C. R. & N and C., M. & St. P.. 721
Harris, H. W., against D. M. & Ft. D..... 694
Haskins, A. N., against B., C. R. & N..... 541
Hershey Lumber Co. against B., C. R. & N..... 565
Hoefer, Louis, against C., R. I. & P. and U. P..... 731
Hunter, A., against B. & N. W..... 701

PAGE

COMPLAINTS AGAINST RAILROAD COMPANIES—
Jackson, A., against U. P. 564
Jackson, E. P. *et al.*, against D. M. & Ft. D. 578
Kenyon, F. L., and Ely, E. H., against B., C. R. & N. 675
Malden, T. E. *et al.*, against Ill. Cent. 611
McKinney, Jane C., against Ill. Cent. 557
Merrill & Keeney against C. & N. W. and C., M. & St. P. 678
Nelson, Ole *et al.*, against C. & N. W. and C., M. & St. P. 686
Nickson, John, against C. & N. W. 574
Nye, John P., against C., B. & Q. 724
Nye & Bourne against B., C. R. & N. 733
Raff, Peter, against C., M. & St. P. 580
Reid, Charles, against B., C. R. & N. 579
Renken & Tammen against Ill. Cent. 691
Rich, Geo. L., against M. & St. L. 590
Richie, W. S., against U. P. 614
Rossa, J. O'Donavan, against S. C. & P. 669
Russell, L. W., against W., St. L. & P. 588
Saucer, W. H., against Ill. Cent. 689
Shanks & Coats, against C. I., C., M. & St. P. and C., B. & Q. 550
Shaver & Dows, against Joint Western Classification 659
Shepard & Carpenter against C., R. I. & P. 637
Shipley, H. F. *et al.*, against C., M. & St. P. 708
Shopbell, Henry, against B. & N. W. 654
Slagle, F. M. & Co., against C., M. & St. P. 665
Slosson, J. M., against B., C. R. & N. 674
Smith Bros., against B., C. R. & N. 676
Smith, J. N., against C., B. & Q. 647
Sprenkle, Kanan, against W. St. L. & P. 704
Swezey & Borman against Ill. Cent. 589
Townsend, D. W., against Ill. Cent. 615
Tucker, J. F., Traffic Manager Ill. Cent., (motion for rehearing) 618
Vorse, Frank W., against C., R. I. & P. 692
Way & Packard against B., C. R. & N. 559
Wasson, J. A., against C. M. & St. P. 656
Watson, Mrs., against C. & A. and S. C. & P. 669
Webb, Henry, against C., B. & Q. 626
Whittier, Lyman, against S. C. & P. and C. & N. W. 584
Williams, V. J., against C. & N. W. 628
Winkler, J. W., against C., M. & St. P. 705
Vorse, Frank W., against C., R. I. & P. 692
CONGRESSIONAL LAND GRANTS—
net amount realized therefrom 29
CONGRESSIONAL REGULATIONS 34
CONVENIENCES AT CROSSINGS 90

PAGE

COOLEY, JUDGE—
views on railroad commissions 45
COST OF ROADS AND EQUIPMENT 7
table of in Iowa 8
table of 100
COUPLING CARS—
accidents resulting therefrom 22
CRESSWELL, M., complaint of against C., R. I. & P. 629
CROOKED CREEK RAILWAY—
annual report of 335
CROSSINGS—
railroad and highway 21
CRYSTAL MILL AND GRAIN COMPANY—
complaint of against Iowa Pool Lines 703
complaint of against K. C., St. J. & C. B. 715
CURL, C. E., complaint of against C., B. & Q. 537
CURRIER, J. P., complaint of against C., B. & Q. 587
CUTLER & LINDON, complaint of against B., C. R. & N. 665

DEADWOODS—
single and double 22
DEBT—
amount of funded and floating 4
increase or decrease of 6
DES MOINES & FORT DODGE RAILROAD—
congressional land grant 24
annual report of 343
complaint of H. W. Harris against 694
complaint of E. P. Jackson, et. al., against 578
DES MOINES & MINNEAPOLIS RAILROAD—
annual report of 290
DES MOINES, OSCEOLA & SOUTHERN RAILROAD—
annual report of 502
DIGEST of recent decisions in railroad cases 739
DISCRIMINATIONS—
among stations and shippers 61
among stations 86
DOUBLE TRACK—
amount of in Iowa 16
DOWELL, A. B., complaint of against C. & N. W. 652
DOYLE, CHAS. T., complaint of against C. & N. W. 638
DUBUQUE & DAKOTA RAILROAD—
annual report of 359
DUBUQUE & SIOUX CITY RAILROAD—
annual report of 401

PAGE
EARLE, W. C., complaint of against C., M. & St. P. 719
EARNINGS—
gross of in Iowa 9
table showing increase and decrease for 1883 9
per train mile and per mile of road 10
comparative table of for 1880, 1881, 1882 and 1883 11
net for the year 13
ELEVATORS 62
ELLIOTT, W. P., complaint of against C. I. R'y 729
EMPLOYES—
total number of in Iowa 20
EQUIPMENT—
of what it consists 20

EXPENSES—
operating classified 11
table of classified in detail 12
table of compared with earnings 13
percentage of to earnings 14

FALLON, JOHN, complaint of against Illinois Central 563
FENCING—
number of miles in Iowa and cost of 18
Commissioner Coffin's views on 91
FORT MADISON & NORTHWESTERN RAILWAY—
annual report of 508
FREIGHT CAR MILEAGE—
number of miles run 19
FREIGHT RATES—
table showing charges for past six years 19
percentage of that is local 20

GLOVER, H. B. & CO. ET AL., complaint of against various railway lines 630
GLOVER, H. B. & CO., complaint of against B., C. R. & N. 692
GOODSELL, L., complaint of against B., C. R. & N. 617
GOODWIN, MRS. PATIENCE, complaint of against C., R. I. & P. 645
GRONEWEG & SCHOENTGEN, complaint of against K. C., St. J. & C. B 604

HADDOCK, Wm. J., complaint of against B., C. R. & N 581
HALL, JAMES, complaint of against C., B. & Q. 653
HAM & CARVER, complaint of against Ill. Cent., B., C. R. & N., and C., M. & St. P 721
HARRIS, H. M., complaint of against D. M. & FT. D 694
HASKINS, A. N., complaint of against B., C. R. & N. 541

PAGE
HERSHEY LUMBER CO., complaint of against B., C. R. & N..... 565
HOEFER, LOUIS, complaint of against C. R. I. & P. and U. P..... 731
HUNTER, A., complaint of against B. & N. W..... 701
HUMESTON & SHENANDOAH RAILROAD—
annual report of..... 370

ILLINOIS CENTRAL RAILROAD—
annual report of..... 384
complaint of Cline & Bennett against..... 698
complaint of Commissioner Coffin against..... 713
complaint of John Fallon against..... 563
complaint of T. E. Malden et al. against..... 611
complaint of Jane C. McKinney against..... 557
complaint of Renken & Tammen against..... 691
complaint of W. H. Saucer against..... 689
complaint of Swezey & Borman against..... 539
complaint of D. W. Townsend against..... 615
INDEPENDENT RIGHTS IN RAILWAYS—
none..... 91
IOWA FALLS & SIOUX CITY RAILROAD—
congressional land grant..... 28
annual report..... 405

JACKSON, A., complaint of against U. P..... 564
JACKSON, E. P., ET AL., complaint of against D. M. & Ft. D..... 573
JUDICIAL DECISIONS—
Bailey & Swannell vs. The Wabash, St. Louis & Pacific Railway.... 35
Kaeiser vs. Illinois Central Railroad..... 36

KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS RAILROAD—
annual report of..... 204
complaint of Crystal Mill & Grain Co. against..... 715
complaint of Groneweg & Schoentgen against..... 604
KEARNEY, DENNIS—
views of on labor and compensation..... 43
KENYON, F. L., complaint of against B., C. R. & N..... 675

LAND GRANTS—
of railroads in Iowa..... 27
LITERATURE—
Objectionable sold on trains..... 98

MAILS—
amount received for transportation in Iowa..... 10
MALDEN, T. E., ET AL., complaint of against Ill. Cent..... 611
MAPLE RIVER RAILROAD—
annual report of..... 288

PAGE

McCRARY, CIRCUIT JUDGE—
opinion of..... 36
McKINNEY, JANE C., complaint of against Ill. Cent..... 557
MERRILL & KEENEY, complaint of against C. & N. W. and C. M. & St. P..... 678
MILEAGE TRAFFIC—
table of..... 113- 114
MINNEAPOLIS & ST. LOUIS RAILWAY—
annual report of..... 410
complaint of Commissioner Coffin against..... 713
complaint of George L. Rich against..... 590
MINORITY VIEW OF THE TRANSPORATION QUESTION.... 52

NELSON, OLE, *et al.*, complaint of against C. & N. W. and C., M. & St. P..... 686
NICKSON, JOHN, complaint of against C. & N. W..... 574
NYE, JOHN P., complaint of against C., B. & Q..... 724
NYE & BOURNE, complaint of against B., C. R. & N..... 733

OTTUMWA & KIRKVILLE RAILWAY CO.—
annual report of..... 425

POOLS AND POOLING, discussion of.....42-56
PRAIRIE DU CHIEN & McGREGOR RAILROAD—
annual report of..... 438
PROPERTY ACCOUNTS—
increase of during the year..... 15
table of..... 120

RAFF, PETER, complaint of against C., M. & St. P..... 580
RAILROADS—
commissioners observations on..... 3
miles of in Iowa..... 3
owned and leased..... 16
have not the lines in Iowa reached their maximum of tonnage in portions of the State..... 32
wars of..... 39
RAILROAD MANAGERS, who are they..... 84
RATES OF TRANSPORTATION—Commissioner Coffin's views on.. 92
REASONABLE RATES..... 44
REID, CHARLES, complaint of against B., C. R. & N..... 579
RETURNS OF RAILROAD COMPANIES..... 131
RENKEN & TAMMEN, complaint of against Illinois Central..... 691
RICH, GEORGE L., complaint of against M. & St. L..... 590
RICHIE, W. S., complaint of against U. P..... 614
ROAD-BED AND TRACK, table of..... 112
ROSSA, J. O'DONOVAN, complaint of against S. C. & P..... 669

PAGE

RUSSELL, L. W., complaint of against W., St. L. & P..... 583

SAUCER, W. H., complaint of against Illinois Central..... 689
SHANKS & COATS, complaint of against C. I., C., B. & Q., and C., M. & St. P..... 550
SHAVER & DOWS, complaint of against Joint Western Classification..... 659
SHEPARD & CARPENTER, complaint of against C., R. I. & P..... 637
SHIPLEY, H. F. *et al.*, complaint of against C., M. & St. P..... 708
SHOPBELL, HENRY, complaint of against B. & N. W..... 654
ST. LOUIS, DES MOINES & NORTHERN RAILWAY—
annual report of..... 513
ST. LOUIS, KEOKUK & NORTHWESTERN RAILWAY—
annual report of..... 222
SIDINGS, amount of reported..... 16
SIOUX CITY & PACIFIC RAILROAD—
annual report of..... 442
complaint of Mrs. Watson against..... 669
complaint of Lyman Whittier against..... 584
SLAGLE, F. M. & CO., complaint of against C., M. & St. P..... 665
SLOSSON, J. M., complaint of against B., C. R. & N..... 674
SMITH BROS., complaint of against B., C. R. & N..... 676
SMITH, J. N. complaint of against C., B. & Q..... 674
SPEED OF TRAINS, table of..... 113
SPRENKLE, KANAN, complaint of against W., St. L. & P..... 704
STATIONS, total number of in Iowa..... 20
STEEL AND IRON RAILS, table showing miles of..... 17
STOCK AND DEBT—
amount of in Iowa..... 4
table showing amount per mile of each company..... 4
comparative table of..... 7
STOCK DIVIDENDS MADE TO EQUALIZE VALUES..... 29
SUNDAY TRAINS, views on by Commissioner Coffin..... 81
SWEZEY & BORMAN, complaint of against Illinois Central..... 539

TABLES—
capital stock and debt..... 4
added mileage and increase of capital..... 5
increase and decrease of debt..... 6
cost of roads in Iowa..... 8
increase and decrease of gross earnings..... 9
earnings per train mile and per mile of road..... 10
earnings per train mile for 1880-83..... 11
expenses classified in detail..... 12
expenses compared with earnings..... 13
property accounts classified..... 15

PAGE

TABLES—
steel and iron rails, miles of in Iowa..... 17
freight charges per ton per mile in Iowa for six years..... 19
tonnage classified..... 24
tonnage crossing the Mississippi river for the year..... 25
tonnage crossing the Missouri river for the year..... 26
amount of tonnage that can be carried over Iowa roads..... 27
amount realized from congressional grants..... 29
No. 1, of capital stock..... 96
No. 2, of debt..... 97
No. 3, of comparison of capital stock for years 1878-83..... 98
No. 4, of comparison of debt for years 1878-83..... 99
No. 5, of cost..... 100
No. 6, of earnings..... 101
No. 7, of operating expenses..... 102
No. 8, of subdivision of expenses in operating roads..... 103
No. 9, of operating expenses compared with earnings..... 106
No. 10, of operating, interest, and rental, compared with income.... 107
No. 11, of interest and dividends compared with income..... 108
No. 12, of comparative table of earnings for the years ending June 30, 1881-83..... 109
No. 13, of comparative table of operating expenses for the years ending June 30, 1881-83..... 110
No. 14, of track in Iowa—miles..... 111
No. 15, of road-bed and track..... 112
No. 16, of mileage traffic..... 113
No. 17, of freight traffic and car mileage..... 114
No. 18, of equipment..... 115
No. 19, of bridges, cattle-guards and crossings..... 116
No. 20, of tonnage classified..... 117
No. 21, of Iowa tonnage classified..... 118
No. 22, of accidents to persons..... 119
No. 23, of property accounts, charges, and credits, by which the capital and debt have been increased..... 120
No. 24, of comparative summary for the years ending June 30, 1878-83..... 122
No. 25, of grades ascending east and south..... 126
No. 26, of grades ascending west and north..... 128

TAXES—
amount paid by railroads in Iowa..... 15
total taxes paid, see table number 8..... 105

TELEGRAPH—
number of offices in station..... 18
number of miles owned by railroad companies..... 18
number of miles leased of Western Union..... 18

PAGE

TONNAGE—
classified 24
crossing the Mississippi river 25
crossing the Missouri river 26
table showing the amount that can be hauled by an engine of given power 27
TOWNSEND, D. W., complaint of against Ill. Cent 615
TRACK IN IOWA—
total miles 16
table of 111
TRAIN MILEAGE—
amount reported 18
table of 113
TUCKER, J. F., motion for rehearing 613

UNION DEPOTS—
views of Commissioner Coffin 89

WABASH, ST. LOUIS & PACIFIC RAILWAY—
annual report of 458
complaint of J. A. Breazeale against 568
complaint of Wm. Butler against 711
complaint of Kanan Sprenkle against 704
WAY & PACKARD, complaint of against B., C. R. & N 559
WASSON, J. A., complaint of against C., M. & St. P 656
WATSON, MRS., complaint of against C. & A. and S. C. & P 669
WEBB, HENRY, complaint of against C. B. & Q 626
WHITTIER, LYMAN, complaint of against S. C. & P 584
WILLIAMS, V. J., complaint of against C. & N. W 628
WINKLER, J. W., complaint of against C., M. & St. P 705
WISCONSIN, IOWA & NEBRASKA RAILWAY—
annual report of 474

VORSE, FRANK W., complaint of against C., R. I. & P 692